THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, REGULAR SESSION TO BE HELD AT Harold E. Getty Council Chambers Monday, October 17, 2022 5:30 PM

CITY OF WATERLOO
GOALS

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

GENERAL RULES FOR PUBLIC PARTICIPATION REGULAR SESSION AGENDA

A. Iowa Code Chapter 21 gives the public the right to attend council meetings, but it does not require cities to allow public participation except during public hearings. The public is required to follow the rules listed in this article when speaking during any meeting of the city council.

B. At the presiding officer's discretion, individuals may address the presiding officer by stepping to the podium, and after recognition by the presiding officer, shall state their name, address and group affiliation, if appropriate, and speak clearly into the microphone.

C. Comments shall be germane and refrain from personal, impertinent, or slanderous remarks.

D. Cell phones and electronic devices shall be set to silent prior to the start of the meeting.

RULES FOR PUBLIC COMMENT SECTION OF THE AGENDA

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

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

Mayor Quentin Hart

Agenda, as proposed or amended.

Minutes of October 3, 2022, Regular Session, as proposed.

Proclamation declaring October 19, 2022 as Gentleman Day.

PUBLIC COMMENTS

Iowa Code Chapter 21 gives the public the right to attend council meetings but it does not require cities to allow public participation except during public hearings. The City of Waterloo encourages the public to participate during the Oral Presentations by following the rules listed on the front of the agenda.

1. Consent Agenda:

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

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 approving the request by JSA Development, LLC, for tax exemptions on two

apartments valued at $590,000.00, for property located at 519 East 3rd Street, and located in the Consolidated Urban Revitalization Area (CURA).

Submitted By: Noel Anderson, Community Planning and Development Director

3. Resolution approving Variance to Noise Ordinance request from Emily Nyren, in conjunction with the Waterloo Lights the Night event, to be held on November 26, 2022 from 6:00 p.m. to 8:00 p.m., from the top of the parking garage behind Sub City and Newton's Paradise Café.

   Submitted By: Captain J. Feaker

4. Resolution setting date of public hearing as November 7, 2022, to approve the request by BCP Development LP and Dr. Robert A Behar to rezone approximately 1.3 acres from "C-2" Commercial District to "C-2, C-Z" Conditional Zoning District to allow for an auto repair shop and sales located at 1237 Flammang Drive (former Petco store), and instruct the City Clerk to publish notice.

   Submitted By: Noel Anderson, Community Planning and Development Director

5. Resolution setting date of public hearing as November 7, 2022 for a request by SKS Communications for a Site Plan Amendment in the "B-P" Business Park District to construct a 2,400 square foot office building, with related parking, located northeast of 3173 Titan Trail, and instruct the City Clerk to publish notice.

   Submitted By: Noel Anderson, Community Planning and Development Director

6. Resolution approving the installation of two (2) 25 MPH speed humps in the 300 block and 700 block of Bishop Avenue.

   Submitted By: Sandie Greco, Traffic Operations Director

7. Resolution approving preliminary specifications, bid documents, etc., setting date of bid opening as November 3, 2022 and date of public hearing as November 7, 2022, in conjunction with the purchase of two (2) John Deere 1580 Terrain Cut Out-front Mowers, and instruct the City Clerk to publish notice.

   Submitted By: JB Bolger, Assistant Park Superintendent

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

   a. **B.Weliver, Fire Marshal and J.VanDyke, Fire Inspector**

      Class/Meeting: 2022 Fire Prevention & Building Safety Education Conference

      Destination: Des Moines, IA

      Dates: November 1-3, 2022

      Amount not to exceed: $1,350.00

   b. **Rudy Jones, Pam Mast and Angie Fordyce - Community Development Staff**

      Class/Meeting: National Community Development Association HOME Underwriting /Subsidy Layering

      Destination: Woodstock, IL

      Dates: October 30 - November 2, 2022

      Amount not to exceed: $3,845.00

   c. **D.Jensson, Captain and B.Lowe, Fire Fighter**

      Class/Meeting: 2022 Iowa HazMat Training Symposium; Training is reimbursable by NIRG

      Destination: Johnston, IA

      Dates: September 29-30, 2022

Amount not to exceed: $465.00

d. **Mayor (Honeywell Meeting)**
Class/Meeting: Meals for small city strategic planning kick-off.
Destination: Convention Center, Waterloo, IA
Dates: September 22, 2022
Amount not to exceed: $1,163.27

2. **LIQUOR LICENSES**

a. **The Brown Bottle, 209 W. 5th Street**
Class: C Liquor
Renewal Application Includes Sunday
Expiration Date: 10/21/2023

b. **Chapala Mexican Restaurant, 900 LaPorte Road**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 10/22/2023

c. **Fareway #951, 40 W. San Marnan Drive**
Class: B Wine / C Beer / E Liquor
Does not include Sunday
Expiration Date: 11/15/2023

d. **Guddi Mart, 306 Byron Avenue**
Class: E Liquor
Renewal Application Includes Sunday
Expiration Date: 10/17/2023

e. **HyVee Wine & Spirits #1, 2126 Kimball Avenue**
Class: B Wine / C Beer / E Liquor
Renewal Application Includes Sunday
Expiration Date: 11/14/2023

f. **Jameson's Public House, 310 E. 4th Street**
Class: C Liquor w/Outdoor Service and Catering
Renewal Application Includes Sunday
Expiration Date: 11/2/2023

g. **Kwik Star #380, 506 W. 9th Street**
Class: B Wine / C Beer
Renewal Application Includes Sunday
Expiration Date: 11/18/2023

h. **Kwik Star #1004, 111 E. Donald Street**
Class: B Wine / C Beer
Renewal Application Includes Sunday
Expiration Date: 10/21/2023

i. **Prime Mart 5, 508 Broadway Street**
Class: B Wine / C Beer / E Liquor
Renewal Application Includes Sunday

Expiration Date: 9/15/2023

j. **Three Amigos Family Restaurant, 2820 Falls Avenue**
Class: C Liquor
Renewal Application Includes Sunday
Expiration Date: 8/24/2023

k. **Walmart #1496, 1334 Flammang Drive**
Class: B Wine / C Beer / E Liquor
Renewal Application Includes Sunday
Expiration Date: 9/30/23

3. **APPOINTMENTS**

a. **John Beckman**
Board/Commission: Board of Adjustment
Expiration Date: December 18, 2027
Re-Appointment

b. **Jeri Thornsberry**
Board/Commission: Board of Adjustment
Expiration Date: December 18, 2027
Re-Appointment

c. **Craig Holdiman**
Board/Commission: Board of Adjustment
Expiration Date: December 18, 2027
Re-Appointment

4. Motion approving recommendation of appointment of Pam Mast from the civil service list, to the position of Intake-Project Specialist, effective October 18, 2022.
Submitted By: Rudy D. Jones, Community Development Director

5. Motion approving the recommendation of appointment of Stephanie Shavers from the civil service list to the position of Neighborhood Services Coordinator, effective November 1, 2022.
Submitted By: Rudy D. Jones, Community Development Director

6. Motion approving a fireworks display application of Mike Barrett, for the Waterloo Lights The Night Fireworks event on November 26, 2022, with the display occurring at 9:00 p.m. on the East Side Parking Ramp.
Submitted By: Brock Weliver, Fire Marshal

7. Bonds.

PUBLIC HEARINGS

2. FY 2023 Sidewalk Repair Assessment Program - Zone 2, Contract No. 1064.

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.
Motion to receive, file and instruct City Clerk to read bids.
Resolution approving award of bid to Midwest Concrete of Peosta, Iowa, in the amount of

$576,893.30, approving the contract, bond and certificate of insurance, in conjunction with the FY2023 Sidewalk Repair Assessment Program, Contract No. 1064, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Oumie Ceesay, Associate Engineer

3. **Purchase of one (1) 2022 or newer Track Skid Loader**

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming specifications, bid documents, etc., and authorizing to proceed.
Motion to receive, file and instruct City Clerk to read bids.
Resolution awarding bid to Black Hawk Equipment of Waterloo, Iowa in the amount of $82,444.28 in conjunction with the purchase of one (1) 2022 or newer Track Skid Loader.

Submitted By: Randy Bennett, Public Works Division Manager

RESOLUTIONS

4. Resolution confirming Experience Waterloo Board's recommendation of awarding Hotel-Motel Grant funds to the following: Iowa Steam in the amount of $3,000.00 and 50/50 Bowling Tournament in the amount of $3,000.00.

Submitted By: Tavis Hall, Executive Director of Experience Waterloo

5. Resolution approving a Professional Services Agreement with AECOM Technical Services Inc., of Waterloo, Iowa, in an amount not to exceed $249,500.00, in conjunction with the Waterloo Sanitary Sewer Improvements Cattle Congress Lift Station and Force Main, and authorizing the Mayor to execute said document.

Submitted By: Jesse Gaherty, Interim Collection System/Projects Director

6. Resolution approving a Professional Services Agreement with Modus of Waterloo, Iowa, in the amount of $24,000.00, in conjunction with the Waterloo Center of the Arts - Youth Pavilion Phase II Boiler Replacement Project, and authorizing the Mayor to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

7. Resolution approving Supplemental Agreement No. 2, to a Professional Services Agreement with Stanley Consultants, Inc., of Des Moines, Iowa, originally executed March 11, 2019, in an amount not to exceed $58,944.00, in conjunction with the Delane Avenue Storm Water Detention Improvements Project, and authorizing the Mayor and City Clerk to execute said document.

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

8. Resolution approving a request by the City of Waterloo to dedicate a natural gas easement over a portion of Lot 14 and Tract "K", Midport America Park Plat No. 2, and the Southeast Quarter and Southwest Quarter, Section 5, Township 89 North, Range 13 West of the 5th PM.

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

9. Resolution approving a request by the City of Waterloo to dedicate a public utility easement over a portion of the Southwest Quarter (SW 1/4) and the Northwest Fractional Quarter (FRL NW 1/4) of Section 5, Township 89 North, Range 13 West of the Fifth Principal Meridian (5th PM).

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

10. Resolution approving a Professional Services Agreement with Terracon Consultants, Inc., of

Cedar Falls, Iowa, in an amount not to exceed $2,725.00, in conjunction with the FY 2020 Courtland, Jefferson, and Mulberry Streets Reconstruction Program, Contract No. 1015, and authorizing the Mayor to execute said document.

Submitted By: Matt Schindel, Associate Engineer

11. Resolution approving a Development Agreement with KL Properties, LLC for the construction of 2,400 square foot office building and Minimum Assessment Agreement in the amount of $220,000.00, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

12. Resolution approving an Encroachment Agreement with Gregory Schreiber to allow for an 18 foot by 24 foot garage to extend 4 feet on to an easement, located at 928 Loretta Avenue in the "R-2" One and Two Family Residence District, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

13. Resolution approving a request by 5 Bees, LLC Jonny B. Construction, for an appeal to the City Code requirement prohibiting vehicles from parking on the city-owned right-of-way of West 16th Street, located across West 16th Street from 1728 Black Hawk Street, to allow an approximate 20 foot by 120 foot paved area between the street and the property line.

Submitted By: Noel Anderson, Community Planning and Development Director

14. Resolution amending the original resolution, approved on August 17, 2020, said Resolution Approving and Authorizing a Loan and Disbursement Agreement with the Iowa Finance Authority and Authorizing and Providing for the Issuance of Taxable Sewer Revenue Capital Loan Note, Series 2020B, in order to provide for the funding of a sponsored project under the terms of a new note to be issued in the principal amount of $4,861,743.40.

Submitted By: Bridgett Wood, Finance Manager

15. Resolution authorizing an exception to the City of Waterloo's Purchasing Policy to approve the purchase of one (1) 2021 (Demo) Curb Roller CM4000 w/Profile 2 Standard Drum in the amount of $8,500.00 and one (1) 2019 (Used) Curb Roller HP1300 Hydra Pack Generator in the amount of $4,395.00 from Star Equipment, LTD of Waterloo, Iowa.

Submitted By: Randy Bennett, Public Works Division Manager

16. Resolution approving a Professional Services Agreement with AECOM Technical Services, Inc., for design services for pavement rehabilitation to Runway 12/30; Taxiway Alpha East; and, Taxiway Echo at the Waterloo Regional Airport, in an amount not to exceed $106,600.00, via future FAA Grant No. FAA-AIP-3-19-0094-053, and authorizingh the Mayor to execute said document.

Submitted By: Keith Kaspari, Airport Director

17. Resolution approving a Professional Services Agreement with AECOM Technical Services, Inc., for design services for pavement reconstruction to Taxiway Alpha West at Waterloo Regional Airport, in an amount not to exceed $227,400.00, via future FAA Grant No. FAA-BIL-AIP-3-19-0094-056-2023, and authorizing the Mayor to execute said document.

Submitted By: Keith Kaspari, Airport Director

18. Resolution approving a Professional Services Agreement not to exceed $14,000.00 with HR Green to submit an FY 2023 EPA Brownfields Cleanup Grant to cover costs associated with abating asbestos containing material in Former Rath Packing Buildings located at 1442, 1508,

1620 and 1656 Sycamore Street, and authorize the Mayor to execute said document.

Submitted By: Noel Anderson, Community Planning & Development Director

19. Resolution approving a Project Memorandum of Agreement with the Waterloo Development Corporation for the continuing partnership for projects in Downtown Waterloo, including the whitewater course, and authorizing the Mayor and City Clerk to execute said documents.

Submitted By: Noel Anderson, Community Planning and Development Director

ORDINANCES

20. An Ordinance amending the City of Waterloo Traffic Code by adding Subsections(4a) and (52a) to Section 541, Increasing Speed Limits in Certain Areas.

Motion to receive, file and consider for the first time an Ordinance amending the City of Waterloo Traffic Code by adding Subsection (4a) - Bishop Avenue to Section 541, Increasing Speed Limits in Certain Areas - Bishop Avenue from the 1200 block to Independence Avenue - 30 MPH Independence Avenue to Martin Luther King Jr. Drive - 35 MPH and adding Subsection (52a) - Northeast Drive from Martin Luther King Jr. Drive to Newell Street - 35 MPH.
Motion to suspend the rules.
Motion to receive, file, consider and pass for the second and third times and adopt said ordinance.

Submitted By: Sandie Greco, Traffic Operations Director

21. An Ordinance Amending the City of Waterloo Traffic Code Section 549, Loading Zones or Grab-N-Go Zones.

Motion to receive, file and consider for the first time an Ordinance Amending the City of Waterloo Traffic Code by deleting Subsection (3) Commercial Street, of Section 549, Loading Zones or Grab-N-Go Zones, in its entirety, and inserting in lieu thereof, a new Subsection (3) Commercial Street, of Section 549, Loading Zones or Grab-N-Go Zones for the Southwest side in the 500 block (Convention Center).
Motion to suspend the rules.
Motion to receive, file, consider and pass for the second and third times and adopt said ordinance.

Submitted By: Sandie Greco, Traffic Operations Director

22. An Ordinance amending the City of Waterloo Traffic Code by adding a new Section 550, Designated Memorial Hall Parking Between Signs, and adding Subsection (1) Courbat Court to Section 550, Designated Memorial Hall Parking Between Signs.

Motion to receive, file and consider for the first time and Ordinance amending the City of Waterloo Traffic Code by adding a new Section 550, Designated Memorial Hall Parking Between Signs and adding subsection (1) Courbat Court the Southwest side, to theTraffic Code.
Motion to suspend the rules.
Motion to receive, file, consider and pass for the second and third times and adopt said ordinance.

Submitted By: Sandie Greco, Traffic Operations Director

23. An ordinance amending the City of Waterloo Traffic Code Section 551, Parking Prohibited at All Times on Certain Streets.

Motion to receive, file and consider for the first time an Ordinance amending the City of Waterloo Traffic Code by deleting Subsection (60), Cedar Street, to Section 551, Parking Prohibited on Certain Streets At all Times, in its entirety, and inserting in lieu thereof, a new

Subsection (60), Cedar Street, for the Northeast side of Cedar Street from W. 4th Street to W. 2nd Street and adding Subsection (77a) Courbat Court, to Section 551, Parking Prohibited At All Times On Certain Streets, Courbat Court, for the Northeast side of Courbat Court from W. 4th Street, to W. 5th Street and the Southwest side from W. 4th Street to W. 5th Street, except where Memorial Hall Parking is allowed.
Motion to suspend the rules.
Motion to receive, file, consider and pass for the second and third times and adopt said ordinance.

Submitted By: Sandie Greco, Traffic Operations Director

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

MEETINGS

4:55 p.m. Council Work Session

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

PUBLIC INFORMATION

1. Airport Board meeting minutes of August 31, 2022.
2. Board of Adjustment minutes of August 23, 2022.
3. Complete Streets minutes of August 30, 2022.
4. Historic Preservation Commission minutes of August 2022.
5. Planning, Programming & Zoning minutes of August 18, 2022
6. Waterloo Housing Authority Board minutes of September 19, 2022.
7. Communication from the Fire Department on the notice of the conclusion of employment for Thomas Siglin, 10 year lieutenant, effective 9/30/2022 with recommendation of approval of payout of $14,738.64 for unused benefits.

CITY OF WATERLOO

Council Communication

Minutes of October 3, 2022, Regular Session, as proposed.

City Council Meeting: 10/17/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Minutes of October 3, 2022	Backup Material

Submitted by: Submitted By:

October 3, 2022

The Council of the City of Waterloo, Iowa, met in Regular Session at Harold E. Getty Council Chambers, Waterloo, Iowa, at 5:30 p.m., on Monday, October 3, 2022. Mayor Quentin Hart in the Chair. Roll Call: Boesen, Nichols, Amos, Chiles, Grieder, Wilder and Feuss, joined the meeting.

Prayer or Moment of Silence.

Pledge of Allegiance:

100829 - Feuss/Grieder

that the Agenda, as amended, for the Regular Session on Monday, October 3, 2022, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

100830 - Feuss/Grieder

that the Minutes, as proposed, for the Regular Session on Monday, September 19, 2022, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

Proclamation declaring October 9-15, 2022 as Fire Prevention Week.
Proclamation declaring October 3, 2022 as Indigenous Peoples Day.

PUBLIC COMMENTS

Priscilla Cunningham, 603 S. Hackett, requested help from the council with regards to upholding landlord/tenant rules and regulations for evictions.

Beverly Cosby, 315 Wendell Court, addressed the council in support of Ms. Cunningham requesting the council review landlord/tenant rules and regulations for evictions.

Melissa Creighton, 416 Oliver Street, addressed the council in support of Ms. Cunningham requesting the council review landlord/tenant rules and regulations for evictions.

Wayne Nathem, 548 Cloverdale Avenue, addressed the council with regards to filling the Police Chief position and asked the council to consider hiring the current acting Interim Chief, hiring from within, as opposed to looking at outside candidates.

Leon Begay, 204 Baltimore Street, Housing Advocate, spoke to the council regarding tenant rights and unlawful evictions, asking the council to investigate cases of retaliation by landlords for reporting landlords to the Building Inspectors.

Council member Grieder addressed the council to congratulate the city for receiving the Iowa Environmental Council First Communities Champion award to be presented on November 10, 2022, in Des Moines, Iowa, for work on climate change and climate justice. Mr. Grieder reported there will be a constituents forum October 18 at the Waterloo Public Library. Mr. Grieder expressed the council needs to consider implementing rental ordinance measures to punish landlords who are violating state landlord/tenant laws in the City of Waterloo to assure fair and equitable renting conditions.

Mayor Hart commented the City will also need to work with Black Hawk County to assist with prosecution/convictions of the landlords to support the ordinance.

Council member Boesen questioned the agreement with U.S. Cellular to maintain a flag on the cell tower at Washington Street as the design of the tower has been changed. Mr. Boesen hopes the agreement to place a separate flagpole on this site moves forward as negotiations with U.S. Cellular have been stalled for months.

Council member Chiles congratulated the City for successfully hosting the Iowa League of Cities conference and commented on the numerous compliments on the improvements in the city and to keep moving forward and continuing to grow. Mr. Chiles thanked citizens for attending the Ward meetings and presented information regarding a new Neighborhood Association.

Council member Amos reminded the council he is moving to a different position and that the council will need to address his replacement soon.

Mayor Hart assured Mr. Amos that they are working on the issue.

Council member Wilder also commended the city regarding the League of Cities event and the positive changes in the city and the council continue to move forward with further improvements.

100831 - Feuss/Wilder

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

CONSENT AGENDA

100832 - Feuss/Chiles

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

a. Resolutions to approve the following:

1. Resolution approving Finance Committee Invoice Summary Report, dated September 26, 2022, in the amount of $4,308,173.80 and October 3, 2022, in the amount of $1,918,245.39, a copy of which is on file in the City Clerk's office, together with recommendation of approval of the Finance Committee.

   Resolution adopted and upon approval by Mayor assigned No. 2022-607.

2. Resolution approving acceptance of a grant from the Iowa Department of Transportation - Office of Aviation, in the amount of $124,145.00 through the Iowa DOT's Commercial Service Vertical Infrastructure program for an additional phase of improvements to Aircraft Storage Hangar No. 4 at the Waterloo Regional Airport, Contract No. CNTRT-00004606 and Project No. 9-I-230-ALO-200, and authorize the Mayor and City Clerk to execute said document.

   Resolution adopted and upon approval by Mayor assigned No. 2022-608.

3. Resolution approving acceptance of an Air Service Development Grant from the Iowa Department of Transportation - Aviation Bureau, in the amount of $48,000.00, for FY2023 marketing, advertising, and promotion of the Waterloo Regional Airport, beginning on or about January 1, 2023 via Contract No. CNTRT-00004615 and Project No. 9-I-230-ALO-135, and authorize the Mayor and Airport Director to execute said document.

   Resolution adopted and upon approval by Mayor assigned No. 2022-609.

4. Resolution approving request of Gregory Stoner, for a waiver for a concrete driveway, located at 209-211 Milwaukee Avenue, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street

   Resolution adopted and upon approval by Mayor assigned No. 2022-610.

5. Resolution approving request of Gregory Stoner for a waiver to the sidewalk and driveway specifications for the placement of a culvert. If a culvert is required for future ditch work, placement of culvert will be at property owner's expense, located at 209-211 Milwaukee Avenue

   Resolution adopted and upon approval by Mayor assigned No. 2022-611.

6. Resolution approving request of the Magdefrau Family Revocable Trust, for a waiver for a concrete driveway, located at 4770 Clover Lane, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.

   Resolution adopted and upon approval by Mayor assigned No. 2022-612.

7. Resolution approving request of Dave Wallbaum for a waiver for a concrete driveway, located at 514 Woodbridge Street, with the elimination of the sidewalk section due to inability to meet grade requirements.

   Resolution adopted and upon approval by Mayor assigned No. 2022-613.

8. Resolution authorizing MidAmerican Energy to install an eight (8) foot arm and luminaire with 100 watt type V LED, on an existing wood pole, located on the southwest corner of Martin Road and Kaiser Court.

   Resolution adopted and upon approval by Mayor assigned No. 2022-614.

9. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as November 3, 2022 and date of public hearing as November 7, 2022 in conjunction with W. 9th Street and South Street Mini-Roundabout, Iowa DOT grant project number CS-TSF-8155(777)--85-07, and instruct the City Clerk to publish notice.

   Resolution adopted and upon approval by Mayor assigned No. 2022-615.

10. Resolution approving specifications, form of contract, etc. setting date of bid opening as October 13, 2022 and date of public hearing as October 17, 2022 in conjunction with the purchase of a Track Skid Loader and instruct City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-616.

11. Resolution approving award of bid to Peterson Contractors, Inc. of Reinbeck, Iowa in the amount of $130,384.00, approving contract, bonds and certificate of insurance, in conjunction with the FY2023 Gates Park Pool Demolition, Contract No. 1053, and authorizing the Mayor to execute said document.

    Resolution adopted and upon approval by Mayor assigned No. 2022-617.

12. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as October 27, 2022, and date of public hearing as November 7, 2022, in conjunction with the Waterloo Center for the Arts Youth Pavilion Phase II Boiler Replacement Project, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-618.

13. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as November 3, 2022 and date of public hearing as November 7, 2022, in conjunction with the FY 2023 Sanitary Sewer Gatewell Repairs Phase II, Contract No. 1071, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-619.

14. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as November 3, 2022 and date of public hearing as November 7, 2022, in conjunction with the FY 2023 Sanitary Sewer Gatewell Repairs Phase II, Contract No. 1071, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-620.

b. Motion to approve the following:

1.

Travel Requests				
Name & Title of Personnel	Class/Meeting	Destination	Date(s)	Amount not to Exceed
a. Rusty Zey, Randy Shepard, Troy Deeds	Wildlife Training	Waterloo Regional Airport	TBD October 2022	$600.00

b.	Kelly Martin, Jon Martin, Matt Chesmore	IAHO annual class- Plumbing- 8 Hours and Mechanical- 8 hours	Cedar Falls Hawkeye Community College	10/19-20/2022	$1,200.00

2.

	Approved Beer, Liquor, and Wine Applications				
	Name & Address of Business	Class	New or Renewal	Expiration Date	Includes Sunday
a.	1850 Patio & Grill, 1850 W. Ridgeway Avenue, Suite 5	C Liquor	Renewal	10/31/2023	X
b.	Aldi, 1918 Schukei Road	B Wine/C Beer	Renewal	11/03/2023	X
c.	Brown Derby Ballroom, 618 Sycamore Street	C Liquor	Renewal	09/30/2023	X
d.	Casey's 218 Pub, 4010-4018 University Avenue	C Liquor w/Outdoor Service	Renewal	09/30/2023	X
e.	Chaser's Pub, 3005 University Avenue	C Liquor w/Outdoor Service	Renewal	07/07/2023	X
f.	Damon's, 2122 Kimball Avenue	C Liquor	Renewal	10/04/2023	X
g.	Dollar General Store #20584	B Wine/C Beer	Ownership Update	10/25/2023	X
h.	Karma Bar, 309 W. 4th Street	C Liquor w/Outdoor Service	Renewal	10/14/2023	X
i.	Kwik Star #229, 1717 E. San Marnan Drive	B Wine/C Beer	Renewal	09/24/2023	X
j.	Kwik Star #569, 875 Fisher Drive	B Wine / C Beer	Renewal	08/27/2023	X
k.	LJ's Neighborhood Bar and Grill, 3550 Kimball Avenue	C Liquor w/Outdoor Service	New Application	09/30/2023	X
l.	Ma Ma Nick's Circle Pizzeria, 1934 Washington Street	C Liquor	Renewal	09/09/2023	
m.	Rudy's Tacos-Beer Hall-Lava Lounge, 2401 Falls Avenue	C Liquor w/Outdoor Service	Renewal	09/27/2023	

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

Appointee	Board/Commission	Expiration Date	New or Re-Appointment
Coleen Weliver	Historic Preservation	10/03/2025	New Appointment

4. Motion approving recommendation of appointment of Jeffrey J. Miller to the position of Golf Maintenance II in the Leisure Services Department effective October 4, 2022, subject to physical examination and drug screen.

5. Motion to approve Change Order No. 5 from Lodge Construction, Inc., of Clarksville, Iowa, for a net decrease of $4,790.355, in conjunction with the FY 2021 Cedar River Marina and Recreational Enhancements, Contract No. 1011, IDOT Project No. TAP-U-8155(768)--8I-07, and authorizing the Mayor and City Clerk to execute said document.

6. ~~Motion to approve Change Order No. 6 with Vieth Construction Corporation of Cedar Falls, Iowa, for a net increase of $6,900.75, in conjunction with the Five Sullivan Brothers Plaza Renovation Project, and authorizing the Mayor to execute said document.~~

7. Motion to approve Theatre License Permit Applications for Mini Cinema 16, 315 E. 4th Street; Romantix Adult Emporium, 1507 LaPorte Road and Movie Theatre, 2450 Crossroads Boulevard.

8. Motion to receive and place on file the City of Waterloo's submitted 509A Application for Renewal and Statement of Actuarial Opinion for FYE2022.

9. Bonds.

100833 - Boesen/Amos

6. Motion to approve Change Order No. 6 with Vieth Construction Corporation of Cedar Falls, Iowa, for a net increase of $6,900.75, in conjunction with the Five Sullivan Brothers Plaza Renovation Project, and authorizing the Mayor to execute said document.

Wayne Castle, Engineering, explained the change order was to remove and replace existing concrete to bury fiber optic cables deeper.

Roll call vote-Ayes: Seven. Motion carried.

PUBLIC HEARINGS

100834 - Grieder/Chiles

that proof of publication of notice of public hearing on the Waterloo Regional Airport Improvements to Hangar No. 4, CSVI Project No. 9-I-220-ALO-200, Contract No. 3345, as published in the Waterloo Courier on September 19, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

100835 - Grieder/Chiles

that the hearing be closed. Voice vote-Ayes: Seven. Motion carried.

100836 - Grieder/Chiles

that "Resolution approving plans, specifications, forms of contract, etc., and authorizing to proceed", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-621.

100837 - Grieder/Chiles

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

Bidder	Bid Security	Total Bid Amount
Modern Builders, Inc.	5%	Base: $152,478.00 Alt. A: $4,890.00 Total:$157,368.00
Woodruff Construction	5%	Base: $210.506 Alt. A: $7,950.00 Total:$218,456.00

Voice vote-Ayes: Seven. Motion carried.

100838 - Grieder/Chiles

Resolution awarding base bid plus alternate to Modern Builders, Inc. of Janesville, Iowa, in the amount of $157,368.00, in conjunction with the continuation of Waterloo Regional Airport improvements to Hangar No. 4, CSVI Project No. 9-I-220-ALO-200, Contract No. 3345, and authorizing the Mayor and City Clerk to execute said documents.

Resolution adopted and upon approval by Mayor assigned No. 2022-622.

100839 - Feuss/Wilder

that proof of publication of notice of public hearing on an Amendment to the Downtown Waterloo Riverfront Urban Renewal and Redevelopment Plan, to update projects and project budgets to be included in the Plan, and other general updates to the Plan, as published in the Waterloo Courier on September 19, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

100840 - Feuss/Wilder

that the hearing be closed. Voice vote-Ayes: Seven. Motion carried.

100841 - Feuss/Wilder

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

Council member Boesen questioned projects being added to the list.

Noel Anderson, Community Development Director explained reasoning for projects being added to the list.

Resolution adopted and upon approval by Mayor assigned No. 2022-623.

100842 - Nichols/Amos

that proof of publication of notice of a public hearing on Sewer Revenue Capital Loan Notes - The issuance of not to exceed $1,068,000.00 Sewer Revenue Capital Loan Notes, Series 2022D (State of Iowa Revolving Fund Loan), as published in the Waterloo Courier on September 23, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

100843 - Nichols/Amos

that the hearing be closed. Voice vote-Ayes: Seven. Motion carried.

100844 - Nichols/Amos

that "Resolution instituting proceedings to take additional action for the issuance of not to exceed $1,068,000.00 Sewer Revenue Capital Loan Notes, Series 2022D (State of Iowa Revolving Fund Loan)", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-624.

RESOLUTIONS

100845 - Amos/Chiles

that "Resolution approving an agreement with CivicPlus of Manhattan, Kansas, for agenda management software and support services, in the amount of $19,000.00 for year one and $17,220.00 for year two, and authorizing the City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-625.

100846 - Amos/Chiles

that "Resolution approving construction plans for sanitary sewer serving the North Crossing Area, bounded by Logan Avenue/E. 4th Street and Ralston Road/E. Donald Street, as submitted by Robinson Engineering Co., of Independence, Iowa, Treatment Agreement, DNR Form 29 (Nov 00) with the Department of Natural Resources, and final acceptance of construction plans subject to the review and acceptance by the Department of Natural Resources, and authorizing the Mayor to execute said documents", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-626.

100847 - Amos/Chiles

that "Resolution granting the Iowa Economic Development Authority certain financial assurances in conjunction with the Destination Iowa Grant application", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-628.

100848 - Grieder/Wilder

that "Resolution approving a request by the City of Waterloo for the Final Plat of Waterloo Air and Rail Park 3rd Addition, a re-plat of Tract B of Waterloo Air and Rail Park 1st Addition, in the "M-2,P" Planned Industrial District located north and east of 2510 Leversee Road", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-627.

100849 - Grieder/Wilder

that "Resolution approving the Termination of a Development Agreement with Goldfinch S&M Properties, LLC, for rehabilitation of 1332 Walker Street, originally approved by Council on April 27, 2020 and recorded July 16, 2020 as Doc. No. 2021-1069, and later amended by an Agreement dated September 28, 2020, and recorded December 17, 2020 as Doc. No. 2021-12970, for failure to complete the project per the time line provided for in the development agreement", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Forrest Dillavou, 1715 Huntington Road, questioned who would be responsible for paying the mechanics liens on the property.

Noel Anderson, Community Planning and Development Director explained they were working through the Development Agreement to determine responsibility for any liens but the main goal of the City is to finish rehabbing the property to get it back to a productive state.

Council member Amos, questioned if the $5,000.00 earnest money required in the Development Agreement would be retained by the City.

Noel Anderson responded these funds are not refundable to the Developer and that those fees will go towards demolition of the property at E. 4th Street.

Council member Chiles questioned a timeframe for demolition of the property.

Noel Anderson estimated it would take 4-5 months for asbestos testing, removal and demolition.

Council member Boesen commented he is concerned the development on Fairfield is being held up due to the outstanding mechanics liens on this property and that the project needs to be expedited.

Noel Anderson explained he believes the lien may have been released on the north property but that he would need to verify that information and update the council.

Resolution adopted and upon approval by Mayor assigned No. 2022-629.

100850 - Grieder/Wilder

that "Resolution approving a Professional Services Agreement with Invision Architecture of Waterloo, Iowa, in the amount of $12,500.00, in conjunction with the City Hall Renovations Project, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-630.

100851 - Feuss/Amos

that "Resolution approving an agreement with Per Mar Security Services of Davenport, Iowa in conjunction with security guard services for the Waste Management Services Department, for a period of three (3) years, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-631.

100852 - Feuss/Amos

that "Resolution approving a Contract for Administrative Services with INRCOG, in the amount of $30,000, relative to a United States Department of Commerce, Economic Development Administration Award and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-632.

100853 - Feuss/Amos

that "Resolution approving a Development Agreement with Youngblut Farms, Ltd. regarding the purchase 1.55 acres of land in the amount of $300,000.00, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll call vote-Ayes: Seven. Motion carried.

David Dryer, 3145 W. 4th Street, questioned if the City owned the property and why are we buying it back.

Noel Anderson, Community Planning and Development Agreement explained the city will be entering into a development agreement with KL Properties, that the City does not own the property it is owned by Harold Youngblut. 1.5 acres is being purchased with .5 acres going towards this project and the remaining acre being used for future development.

Mayor Hart questioned partnership and development with Deer Creek.

Noel Anderson explained infrastructure development and partnership with Youngblut of the Greyhound Park area.

Forrest Dillavou, 1715 Huntington Road, questioned why the city would buy back land they previously owned and continue to pour money into the business at 10% interest, with an agreement that doesn't exist. Mr. Dillavou also questioned timeline for items being added to the agenda after the Wednesday deadline.

Mayor Hart commented the council is dedicated to the citizens and takes exception to Mr. Dillavou's comments.

Noel Anderson explained the City has never owned the property. Mr. Youngblut purchased the property and the City is buying it from him @ $4.00 per square foot compared to market rates for commercially developed lots @ $6-8.00 per square foot. He further explained the amortization schedule is 3% interest not 10%.

Council member Boesen questioned if $30,000.00 on a $270,000.00 note over 6 years is 3% interest.

Mr. Anderson confirmed with the amortization schedule this is correct.

Mr. Boesen questioned payment totals to the company in the council communication.

Mr. Anderson confirmed the total was an error and referenced the other acquisition amount.

Mr. Boesen questioned if the tax rebates were going back to Mr. Youngblut on this note up to 100%, until the City enters into a development agreement with KL Properties.

Mr. Anderson confirmed that Development Agreement will be on the agenda for October 17, 2022 council meeting.

Mr. Boesen explained he is frustrated with items being placed on the agenda last minute that prohibits council members from reviewing information adequately and feeling forced into voting uniformed.

Council member Nichols requested a review of the current tax vs. developed revenue.

Mr. Anderson explained the property is currently zoned as Ag land so the taxes are minimal as opposed to post development at a minimum value of $220,000.00.

Council member Amos explained his experience as a council member is that unplanned items come up and members need to be flexible and make the choice to continue to review, approve and move items forward for the betterment of the community as a whole.

Mr. Boesen commented he is flexible and he supports growth but that he also supports Title 1 and receiving agenda items in a timely manner and asked that the departments make an effort to do a better job in getting items moved to the council and to the citizens in a timely fashion.

Council member Chiles thanked Mr. Anderson for explaining why this item was an exception but asked that in the future he contact the Council and inform and explain to them why an item would be submitted late, possibly avoiding this discussion in the future.

Resolution adopted and upon approval by Mayor assigned No. 2022-633.

100854 - Nichols/Amos

that “Resolution approving a Farm Lease Agreement with Lanehaven Farms, Inc. to farm approximately 169.91 acres of land from March 1, 2023 to February 29, 2024, located at the southeast corner of Highway 20 and Ansborough Avenue, in the amount of $300.00 per acre, for a total yearly payment of $50,973.00, and authorizing the Mayor and City Clerk to execute said agreement”, be adopted. Roll call vote-Ayes: Seven. Motion carried.

Council member Boesen questioned cost benefits for Ag leases as opposed to moving forward with construction projects and development agreements.

Mr. Anderson explained this is considered when Development Agreements are drafted.

Resolution adopted and upon approval by Mayor assigned No. 2022-634.

100855 - Nichols/Amos

that “Resolution of the City of Waterloo, Iowa, authorizing official banking signatures”, be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-635.

100856 - Nichols/Amos

that “Resolution approving a Real Estate Purchase Agreement (non-residential), with Youngblut Farms, Ltd., and approving deeds to sell property to the City of Waterloo, in the amount of $182,947.00, located southwest of 2015 West Ridgeway Avenue, and authorizing the Mayor and City Clerk to execute said documents”, be adopted. Roll call vote-Ayes: Seven. Motion carried.

David Dryer, 3145 W. 4th Street, still doesn’t understand why we are buying a piece of property from someone and paying them back for it.

Council member Nichols asked for clarification with regards to TIF payments for the purchase.

Noel Anderson, Community Planning and Development Director, explained the city is not buying the property and also giving Youngblut the TIF monies, that it is all the same funds. Everything will be paid through the annual revenues of the TIF district. Anderson further explained this TIF district has been operating since 1997 with a 20-year time frame which has been released and the TIF district expanded for further projects.

Mayor Hart questioned what was on the property prior to Mr. Youngblut purchasing the property.

Mr. Anderson explained the abandoned Greyhound Park and Payless Cashways were in the original TIF and property and partnerships with businesses on the north side of highway 63 were added later for construction and development.

Resolution adopted and upon approval by Mayor assigned No. 2022-636.

ADJOURNMENT

100857 - Grieder/Chiles

that the Council adjourn at 6:47 p.m. Voice vote-Ayes: Seven. Motion carried.

_____
LeAnn M. Even, Deputy City Clerk

CITY OF WATERLOO

Council Communication

Proclamation declaring October 19, 2022 as Gentleman Day.

City Council Meeting: 10/17/2022
Prepared:

ATTACHMENTS:

	Description	Type
🗋	Gentleman Day	Backup Material

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS, 1 in 3 women will experience violence in their lifetime; and

WHEREAS, intimate partner violence impacts victims, children, family, friends and the community at large; and

WHEREAS, domestic violence is not confined to any group or groups of people, but is experienced in all economic, racial, ethnic, educational, societal, and religious groups and is sustained by societal indifference; and

WHEREAS, perpetrators of domestic violence should be held accountable for their actions and victims should have access to support and services to help them overcome their experience; and

WHEREAS, it is important to recognize the compassion and dedication of the individuals who provide support to victims of intimate partner violence and work to increase public understanding of this significant problem; and

WHEREAS, only a coordinated effort from all community members will put a stop to this heinous crime.

NOW, THEREFORE, I, Quentin Hart, Mayor of the City of Waterloo, Iowa, do hereby proclaim the October 19, 2022, as

GENTLEMAN DAY

to support Waypoint in ending domestic violence and urge everyone to work together to eliminate domestic violence from our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Waterloo to be affixed this 17th day of October 2022.

ATTEST:

Kelley Felchle
City Clerk

Quentin Hart
Mayor

CITY OF WATERLOO

Council Communication

Resolution approving the request by JSA Development, LLC, for tax exemptions on two apartments valued at $590,000.00, for property located at 519 East 3rd Street, and located in the Consolidated Urban Revitalization Area (CURA).

City Council Meeting: 10/17/2022
Prepared: 10/5/2022

ATTACHMENTS:

Description	Type
CURA 519 E 3rd St Form	Backup Material
CURA 519 E 3rd St Map	Backup Material

SUBJECT:	Resolution approving the request by JSA Development, LLC, for tax exemptions on two apartments valued at $590,000.00, for property located at 519 East 3rd Street, and located in the Consolidated Urban Revitalization Area (CURA).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
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 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).
Expenditure Required/Source of Funds:	None
Legal Descriptions:	The Southwesterly One-half of Lot 4; The Southeasterly 97.3 feet of the Southwesterly 5 feet of the Northeasterly One-half of Lot 4; and The Northeasterly One-fourth of Lot 5; all in Block 63 in Cooley Addition, Waterloo, Iowa, and also that certain undivided One-third interest in the Southeasterly 60 feet of Lot 6, Block 63 in the Cooley Addition to Waterloo, Iowa, which was conveyed to Herbert M. Reed by Warranty Deed filed June 29, 1910 and recorded in Book 72 of Town Lot Deeds, at page 432 in the office of the County Recorder of Black Hawk County, Iowa.

For Office Use Only
Date Received: 9/26/22
Received by: LB
Staff to make a copy for applicant

CONSOLIDATED URBAN REVITALIZATION AREA

APPLICATION FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE CONSOLIDATED URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The Consolidated Urban Revitalization Area (CURA) allows property tax exemptions on improvements to property located within its boundaries that meet the following criteria:

1. At least a 10% improvement to the value of the residential property. At least a 15% improvement to the value of commercial property if a building was previously on the site. If commercial property was previously vacant, all actual value added by the improvements is eligible for tax exemption.
2. Be located within the CURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
3. 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.

NAME:	JSA Development, LLC	SIGNATURE:	Pres.
ADDRESS:	215 E 4th Street, Waterloo 50703	EMAIL:	tdeeds@jsadevelopment.com
TELEPHONE:	319-233-3147	DATE:	9/28/22

A. What is the *Address* of the property being improved? 519 E 3rd Street, Waterloo

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

See Exhibit A

B. Indicate desired exemption schedule: (1 or 2)

1. ☐ One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
2. ☑ A partial exemption on the actual value added by improvements according to the following schedule:

a. First Year----------80%
b. Second Year------70%
c. Third Year---------60%
d. Fourth Year-------50%
e. Fifth Year---------40%
f. Sixth Year---------40%
g. Seventh Year------30%
h. Eighth Year--------30%
i. Ninth Year---------20%
j. Tenth Year---------20%

C. What was the nature of the improvement(s)?

Total rehabilitation of the property. Property was vacant prior to the project.

D. If this is not a single-family dwelling unit, which you own and reside in, will these improvements create a displacement of your tenants? ☐ Yes ☑ No

DO NOT Write Below this line – Office Use Only

E. City of Waterloo Building and Inspections Department Information:

Permit Number: 21-5062 Apt 1, 21-5063 Apt 2 Date permit was issued: 3-11-21, 3-11-21 Total permit(s) valuation: 190,000, 190,000

F. What was the cost of the improvement? $590,000

G. Estimated or actual date of completion of these improvements? 5-1-22

Note: The improvements to your home or business may not change the assessed value.
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

Exhibit A

The Southwesterly One-half of Lot 4; The Southeasterly 97.3 feet of the Southwesterly 5 feet of the Northeasterly One-half of Lot 4; and The Northeasterly One-fourth of Lot 5; all in Block 63 in Cooley Addition, Waterloo, Iowa, and also that certain undivided One-third interest in the Southeasterly 60 feet of Lot 6, Block 63 in the Cooley Addition to Waterloo, Iowa, which was conveyed to Herbert M. Reed by Warranty Deed filed June 29, 1910 and recorded in Book 72 of Town Lot Deeds, at page 432 in the office of the County Recorder of Black Hawk County, Iowa.

WALNUT ST
E. 3RD ST

CITY OF WATERLOO

Council Communication

Resolution approving Variance to Noise Ordinance request from Emily Nyren, in conjunction with the Waterloo Lights the Night event, to be held on November 26, 2022 from 6:00 p.m. to 8:00 p.m., from the top of the parking garage behind Sub City and Newton's Paradise Café.

City Council Meeting: 10/17/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Noise Variance Request	Backup Material

SUBJECT:	Resolution approving Variance to Noise Ordinance request from Emily Nyren, in conjunction with the Waterloo Lights the Night event, to be held on November 26, 2022 from 6:00 p.m. to 8:00 p.m., from the top of the parking garage behind Sub City and Newton's Paradise Café.
Submitted by:	Submitted By: Captain J. Feaker

APPLICATION
FOR
VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Emily Nyren

APPLICANT'S ADDRESS: 500 Jefferson St, Waterloo IA 50701

APPLICANT'S PHONE #: cell 515-802-0684 or work 319-233-8350

ANTICIPATED DATE OF VARIANCE: November 21th, 2022

NAME OF EVENT: Waterloo Lights the Night

TIMES OF DAY OF VARIANCE: 10 pm to 8 pm

GEOGRAPHICAL LOCATION OF VARIANCE: • block of sycamore from park Ave to E 4th St. & on to of parkin garage by newtons, subcity or paramount park

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES:

PLEASE EXPLAIN THE EVENT REQUIRING THE VARIANCE AND BE SPECIFIC, INCLUDE GEOGRAPHICAL LOCATION, AND WHAT ACTUALLY WILL EXCEED THE NOISE ORDINANCE, SUCH AS A BAND PLAYING, PA SYSTEM, ETC.

The lights the night event needs a variance due to a live Dj playing music through duration of event. As well as a 8 min firework show. These activities will happen in Antons Beer garden & on the block of sycamore between park Ave & E 4th St. Firework show happens on top of the parking garage behind subcity & Newtons it is visible from the Beer Garden.

CITY OF WATERLOO
CITY CLERK'S OFFICE
SEP 21 2022 PM1:20:21

Emily Nyren
Applicant's Signature

9/21/2022
Date

CITY COUNCIL ACTION:

APPROVAL:

DENIAL:

Police Dept. Recommendation

APPROVAL: Capt.

DENIAL:

DECIBEL LEVEL: 90 dBA

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as November 7, 2022, to approve the request by BCP Development LP and Dr. Robert A Behar to rezone approximately 1.3 acres from "C-2" Commercial District to "C-2, C-Z" Conditional Zoning District to allow for an auto repair shop and sales located at 1237 Flammang Drive (former Petco store), and instruct the City Clerk to publish notice.

City Council Meeting: 10/17/2022
Prepared: 10/4/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material
Legal Description	Backup Material

SUBJECT:	Resolution setting date of public hearing as November 7, 2022, to approve the request by BCP Development LP and Dr. Robert A Behar to rezone approximately 1.3 acres from "C-2" Commercial District to "C-2, C-Z" Conditional Zoning District to allow for an auto repair shop and sales located at 1237 Flammang Drive (former Petco store), and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Transmitted herewith is a resolution setting date of public hearing as November 1st , 2022, to approve the request by BCP Development LP & Dr. Robert A Behar to rezone approximately 1.3 acres from "C-2" Commercial District to "C-2, C-Z" Conditional Zoning District to allow for an auto repair shop and sales located at 1237 Flammang Drive (former Petco store) , and instruct the City Clerk to publish notice. The Planning and Zoning Commission will be making a recommendation on this request at their October 11th, 2022 meeting. The request would not appear to have a negative impact on the neighborhood as the area is surrounded by commercial uses and the site in question is a former Petco retail store, as long as there is no outside storage of inoperable repair vehicles or other vehicles parts or equipment. The property is zoned "C-2" Commercial District having been zoned as such since the adoption of the Zoning Ordinance in 1969. Surrounding uses and zoning: North – Commercial zoned "C-2" Commercial District. South – Commercial, a billboard, San Marnan Frontage Road, and San Marnan Drive zoned "C-2" Commercial District. East – Commercial, San Marnan Frontage Road, and San Marnan Drive

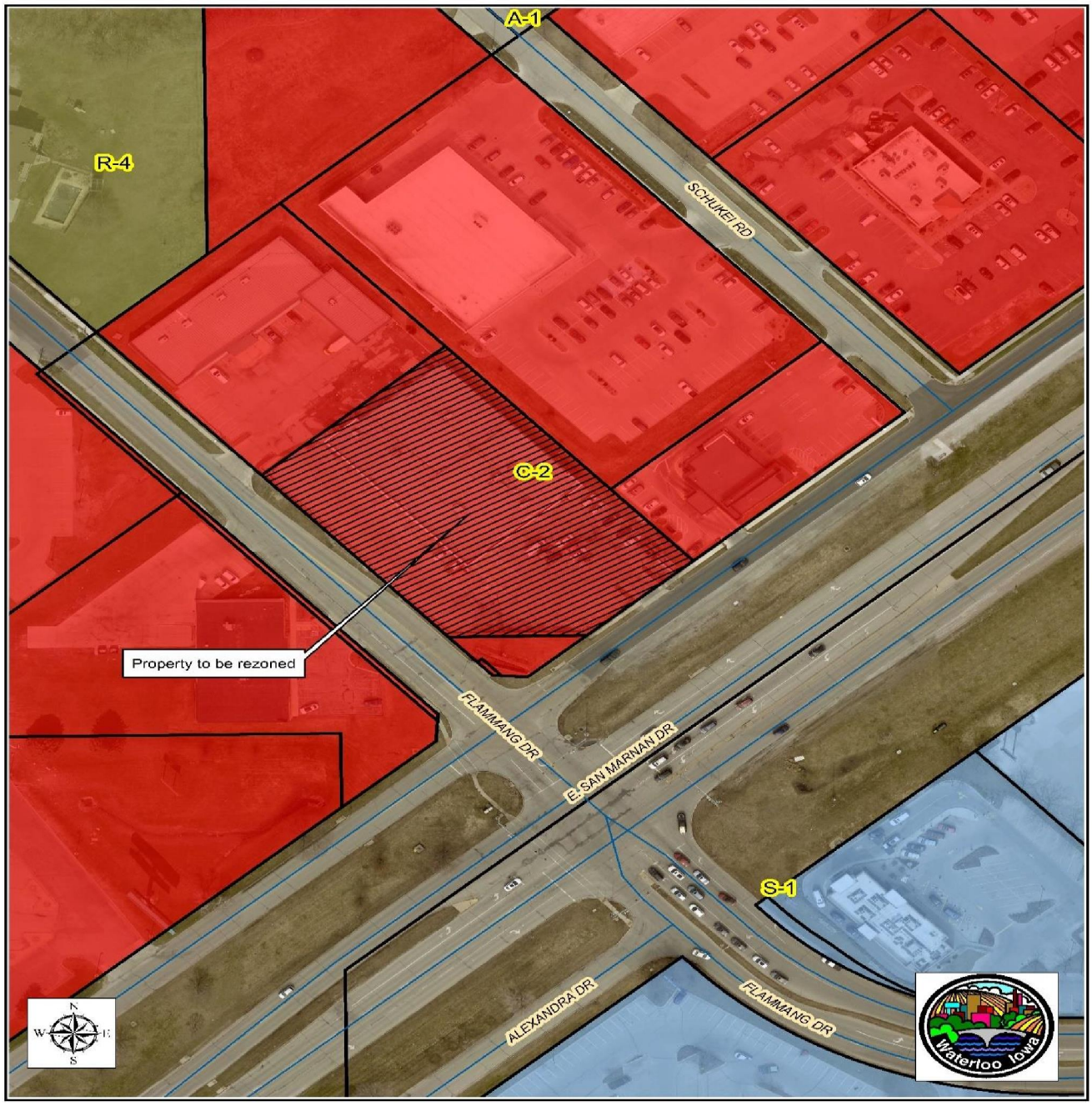
	zoned “C-2” Commercial District West – Flammang Drive and Commercial zoned “C-2” Commercial District.
Neighborhood Impact:	Parking requirements for the use is 1 parking space for every 500 square feet of floor area. The area to be used by the auto repair shows to have 10,210 square feet of space which would require 20 parking spaces. The total shopping center requires 67 spaces however retail stores only areas used by customers are counted but the property appears to have 69 parking spaces. Also the applicants have indicated that there will be car sales at the site as an auxiliary use which would also reduce the number of parking spaces but there appears to be adequate parking for the current uses. There is also 8 spaces on the north side of the building that cannot be considered for the parking minimums since they are shared with the property to the north. Because the proposed rezone is in an area of other retail business staff wants to ensure that the area remains a place welcoming to retail businesses therefore staff is recommending conditions that specifically state that no outside storage of repair vehicles or materials, or parts, no storage containers shall be allowed, and no major body work will be performed on cars. Therefore, staff recommends that the request by BCP Development LP & Dr. Robert A Behar to rezone approximately 1.3 acres from “C-2” Commercial District to the “C-2, C-Z” Conditional Zoning District to allow for an auto repair shop and sales located at 1237 Flammang Drive (former Petco store), 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 on traffic conditions in the area. 3. The request is in conformance with the Comprehensive Plan and Future Land Use Map for the area. With the following conditions: 1. The site is limited to permitted uses in the “C-2” Commercial District and an auto repair shop and sales business. 2. There will be no outside storage of repair vehicles or of materials/parts. 3. There will be no storage containers permitted. 4. No major body work on vehicles will be performed on site. 5. That when any repairs are made to the retaining wall or the parking lot or either the retaining wall or parking lot are reconstructed sidewalks are to be installed along Flammang Drive.
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 Nos. 1, 2 and 3 in Schukei Commercial Park, Waterloo, Iowa

Staff Person: John Dornoff

Date: September 13, 2022

REQUEST:	Request by BCP Development LP & Dr. Robert A Behar to rezone approximately 1.3 acres from “C-2” Commercial District to “C-2, C-Z” Conditional Zoning District to allow for an auto repair shop and sales located at 1237 Flammang Drive (former Petco store).
APPLICANT:	BCP Development LP & Dr. Robert A Behar, 5555 St. Felipe St. #1135, Houston, Texas, 77058
GENERAL DESCRIPTION:	The applicant is requesting to rezone the property in question to allow for an automotive repair shop and sales business.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request would not appear to have a negative impact on the neighborhood as the area is surrounded by commercial uses and the site in question is a former Petco retail store, as long as there is no outside storage of inoperable repair vehicles or other vehicles parts or equipment.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The request would not appear to have an impact on vehicular or pedestrian traffic movements in the area. The area is serviced by Flammang Drive and the San Marnan frontage road which are local streets and San Marnan Drive which is a minor arterial.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	There are sidewalks along the west side of Flammang Drive and on the east side north of the driveway to the proposed rezone site although there are currently no sidewalk along Flammang Drive in front of the business and it would be difficult to install sidewalks without a major street reconstruction, due to there being very little distance between the edge of the roadway and the property line, and then the parking lot is located right at the property line.
COMPLETE STREETS COMMENTS	The Complete Streets Advisory Committee voted to recommend a sidewalk be required when the retaining wall that needs to be repaired is completed.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The property is zoned “C-2” Commercial District having been zoned as such since the adoption of the Zoning Ordinance in 1969. Surrounding uses and zoning: **North** – Commercial zoned “C-2” Commercial District. **South** – Commercial, a billboard, San Marnan Frontage Road, and San Marnan Drive zoned “C-2” Commercial District. **East** – Commercial, San Marnan Frontage Road, and San Marnan Drive zoned “C-2” Commercial District

West – Flammang Drive and Commercial zoned “C-2” Commercial District.



DEVELOPMENT HISTORY:	Commercial development was built between 1977 and 2017.
BUFFERS/ SCREENING REQUIRED:	No buffering will be required for this request but could be considered if outside storage was going to be allowed.
DRAINAGE:	Rezoning the land will not appear to have a negative impact on drainage in the area.
FLOODPLAIN:	The property in question is not located in Special Flood Hazard Area as indicated by the Federal Insurance Administration's Flood

	Insurance Rate Map, Community Number 190025, and Panel Numbers 0302F, dated July 18, 2011.
PUBLIC /OPEN SPACES/ SCHOOLS:	Blessed Maria Assunta Pallotta Middle School and Columbus High School is located 0.541 miles to the northwest, Kittrell Elementary School is located 0.75 miles to the north, Hoover Middle School is located 1.55 miles to the west, and West High School is located 1.17 miles to the northwest.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC:	There is an 8” sanitary sewer line and a 27” storm sewer line located in Flammang Drive. There are no overhead power lines along Flammang Drive.
RELATIONSHIP TO COMPREHENSIVE LAND-USE PLAN:	The Future Land Use Map designates this area as *Commercial,* and the proposed rezoning would be in conformance with the Comprehensive Plan and Future Land Use Map for this area.
STAFF ANALYSIS – ZONING ORDINANCE:	The applicant is requesting to rezone the former Petco store on Flammang Road from “C-2” Commercial District to “C-2, C-Z” Conditional Zoning District in order to allow for an auto repair shop on the property which is a primary use in the “M-1” Light Industrial District. The building that is proposed for rezoning was formally the home of Petco and has been empty for several years. The building is also home to Midwest Mattress, Little Caesars Pizza, and Electronic Underground. There is separate property to the north that was formally home to Jerry’s Furniture that has been remodeled and now has a Clean Laundry location along with other spaces that are still available. Parking requirements for the use is 1 parking space for every 500 square feet of floor area. The area to be used by the auto repair shows to have 10,210 square feet of space which would require 20 parking spaces. The total shopping center requires 67 spaces however retail stores only areas used by customers are counted but the property appears to have 69 parking spaces. Also the applicants have indicated that there will be car sales at the site as an auxiliary use which would also reduce the number of parking spaces but there appears to be adequate parking for the current uses. There is also 8 spaces on the north side of the building that cannot be considered for the parking minimums since they are shared with the property to the north. Because the proposed rezone is in an area of other retail business staff wants to ensure that the area remains a place welcoming to retail businesses therefore staff is recommending conditions that specifically state that no outside storage of repair vehicles or materials, or parts, no storage containers shall be allowed, and no major body work will be performed on cars.

Picture 1: Looking along the front of the building.

Picture 2: Current location of Midwest Mattress.

Picture 3: Looking at remodeled complex to the north.

Picture 4: Looking along the north side of the building.

Picture 5: Looking at damaged retaining wall along where sidewalk should be installed.

STAFF ANALYSIS – SUBDIVISION ORDINANCE:	The applicant is not planning on subdividing the property.
TECH REVIEW	During Tech Review it was noted by the building department will need stamped drawings for the change of use which will require a new Occupancy Permit. There was also discussion of the sidewalks and the condition of the retaining wall which has had some questionable repairs. It was

suggested that the sidewalk be required if they repair the retaining wall or do any changes or improvements to the parking lot.

STAFF RECOMMENDATION:

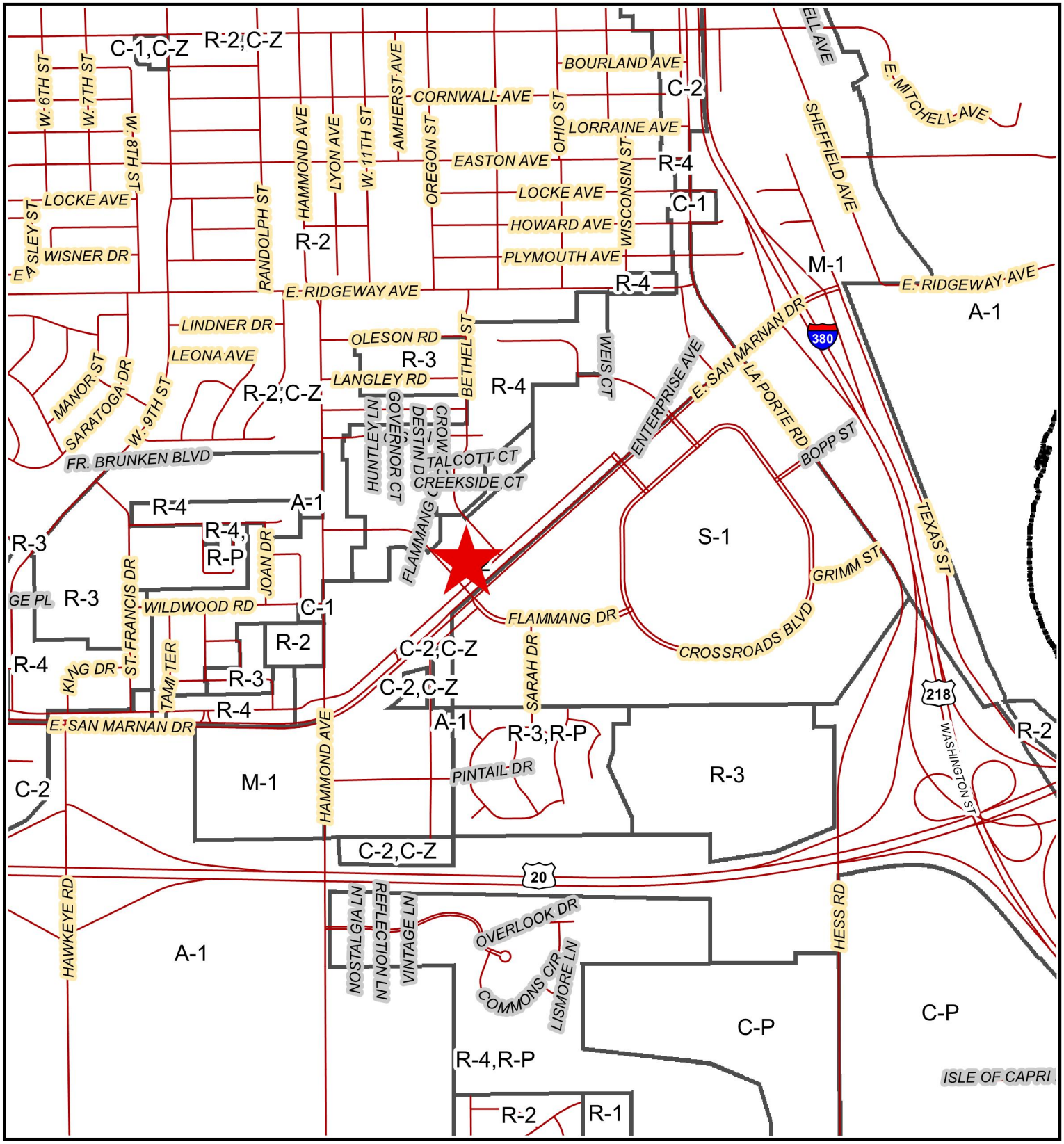
Therefore, staff recommends that the request by BCP Development LP & Dr. Robert A Behar to rezone approximately 1.3 acres from “C-2” Commercial District to the “C-2, C-Z” Conditional Zoning District to allow for an auto repair shop and sales located at 1237 Flammang Drive (former Petco store), be approved 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 on traffic conditions in the area.
3. The request is in conformance with the Comprehensive Plan and Future Land Use Map for the area.

With the following conditions:

1. The site is limited to permitted uses in the “C-2” Commercial District and an auto repair shop and sales business.
2. There will be no outside storage of repair vehicles or of materials/parts.
3. There will be no storage containers permitted.
4. No major body work on vehicles will be performed on site.
5. That when any repairs are made to the retaining wall or the parking lot or either the retaining wall or parking lot are reconstructed sidewalks are to be installed along Flammang Drive.

City of Waterloo Planning, Programming and Zoning Commission
September 13, 2022



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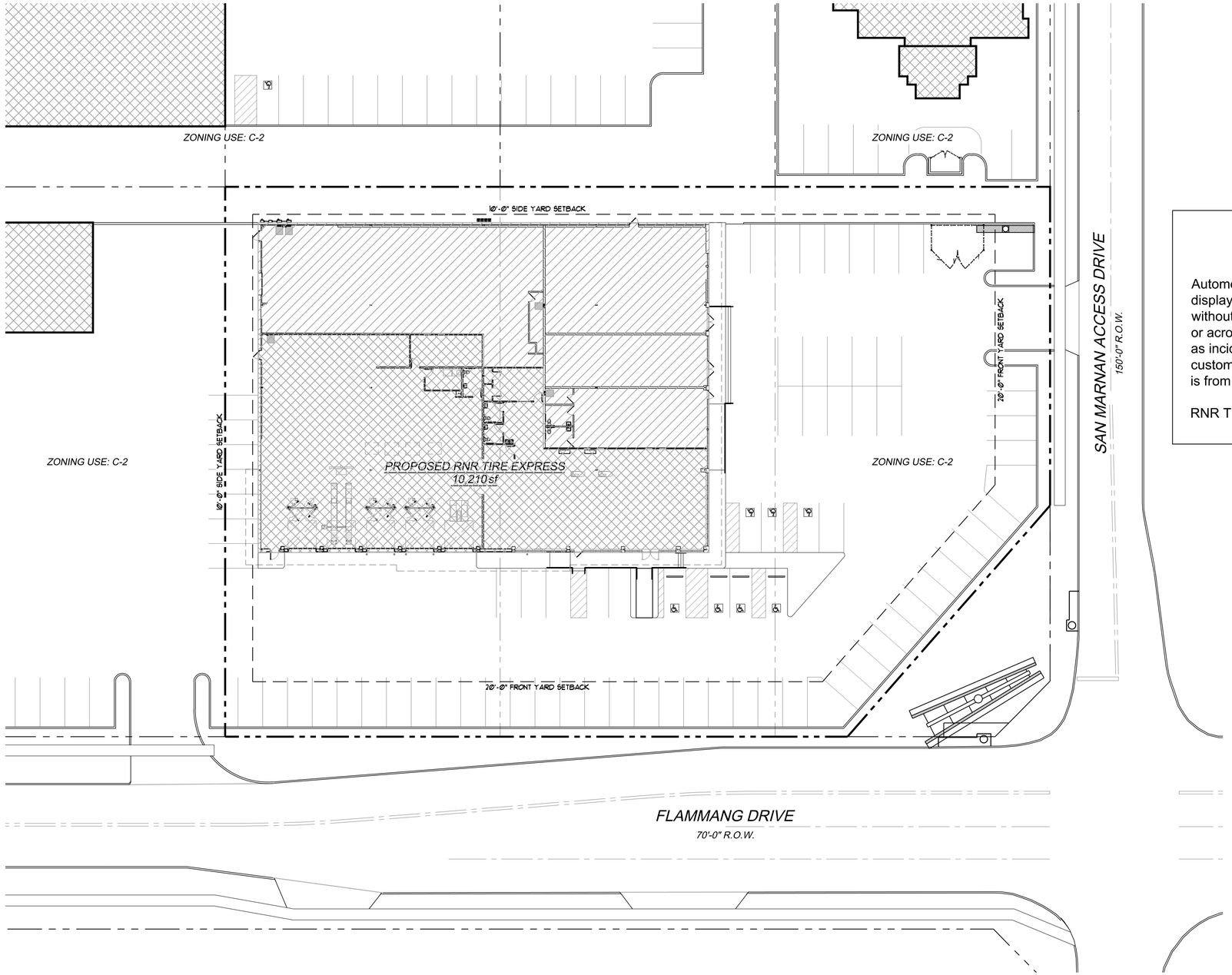
1,000 500 0 1,000 Feet

Waterloo Iowa

1237 Flammang Drive
Rezone from "C-2" to "C-2, C-Z"
BCP Development LP

City of Waterloo Planning, Programming and Zoning Commission
September 13, 2022

1237 Flammang
Rezone from "C-2" to "C-2, C-Z"
BCP Development



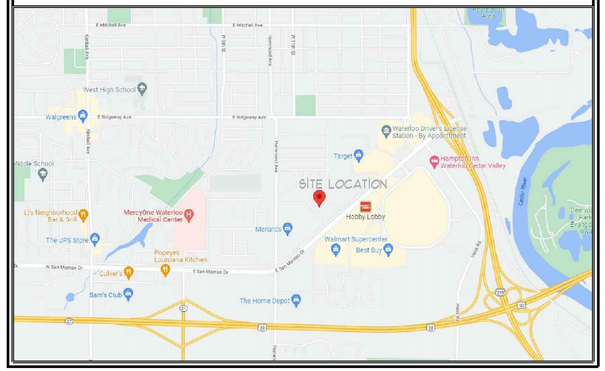
TRUE NORTH

N W E S

SITE PLAN

SCALE: 1" = 20'-0"

SITE LOCATION MAP



PROPOSED USE COMPLIES WITH C-2 PARAGRAPH #5

Automobile, Motorcycle, Trailer and Farm Implement establishments for display, hire and sales (excluding auctions and not including sales lots without a principal building except for satellite lots when the lot is abutting or across a street from a lot with a principal building including an office), including as incidental to these major uses all repair work in connection with their own and customers' vehicles, but not including uses in which the major source of revenue is from body and fender work.

RNR TIRE EXPRESS DOES NOT PERFORM BODY AND /OR FENDER WORK.

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DATES & REVISIONS:

PRELIMINARY	04.25.22
STUDY #2	05.06.22
STUDY #3	05.09.22
OWNER REVIEW	08.29.22
REZONING	08.31.22

REGISTERED STATES:

OHIO
PENNSYLVANIA
MICHIGAN
INDIANA
ILLINOIS
WISCONSIN
NORTH CAROLINA
SOUTH CAROLINA
IOWA

TRAVIS P. MAYER
1418 OH 60, SUITE #5
VERMILION, OHIO 44089
PHONE : 216.789.8292
MAYERARCHGRP@GMAIL.COM

REGISTERED PROFESSIONAL ARCHITECT
TRAVIS P. MAYER
6547
IOWA

TRAVIS P MAYER. LICENSE # 06547

EXPIRES 06.30.23

SITE PLAN

PROPOSED PLAZA REMODEL FOR
1205 FLAMANG PLAZA
1245 FLAMANG DRIVE
WATERLOO, IA 52701

PROJECT NO:	2021-171
DRAWN BY:	
CHECKED BY:	TPM

SHEET NO:
SP-1

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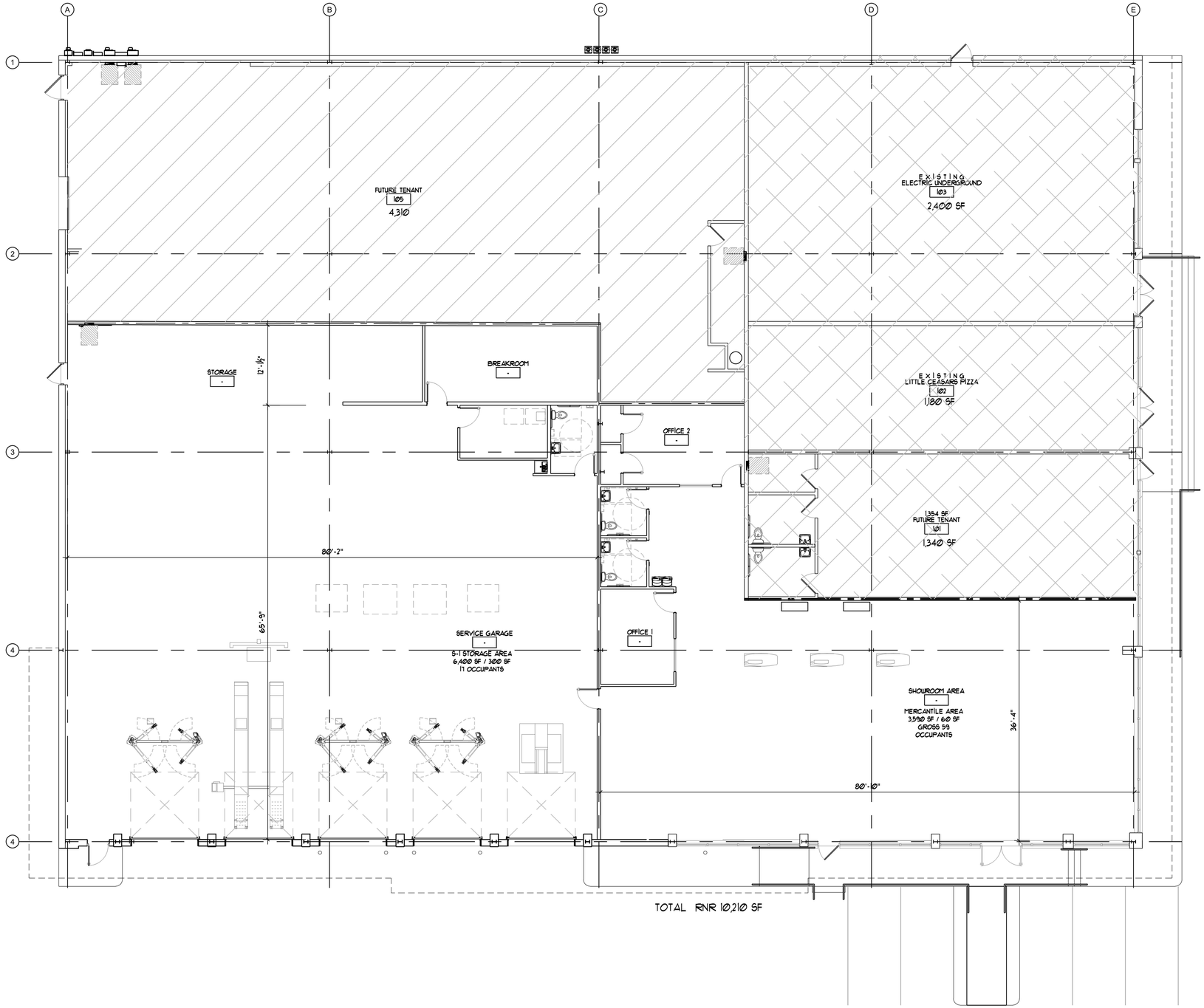

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RNR DESIGN STUDY

OVERALL BUILDING FLOOR PLAN

SCALE: 1/8" = 1'-0"

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OVERALL BUILDING PLAN

PROPOSED PLAZA REMODEL FOR
1205 FLAMANG PLAZA
1245 FLAMANG DRIVE
WATERLOO, IA 52701

PROJECT NO:	2021-171
DRAWN BY:	
CHECKED BY:	TPM

SHEET NO:
A-0

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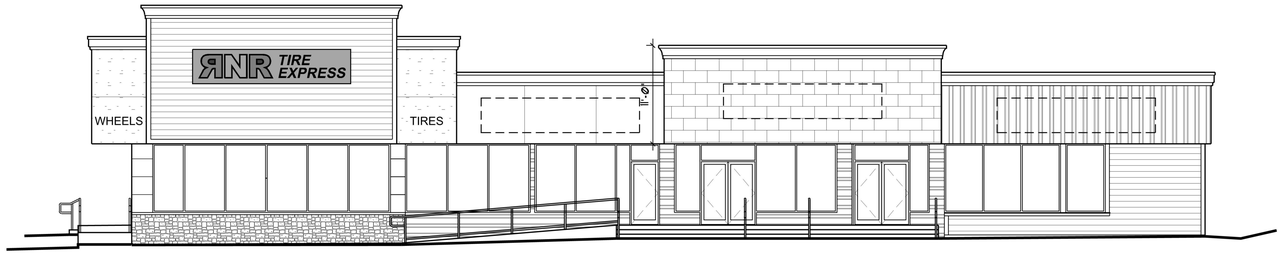
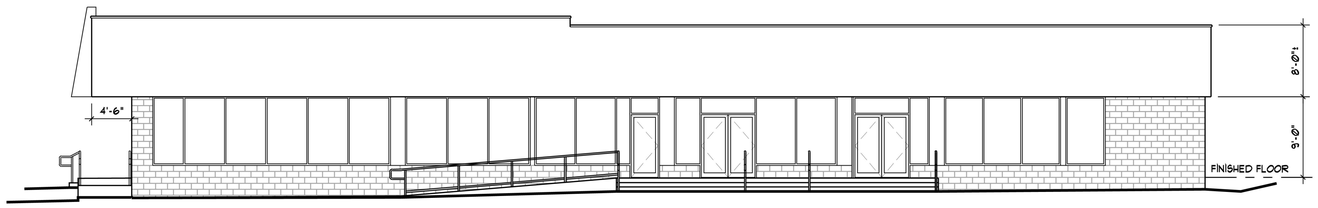
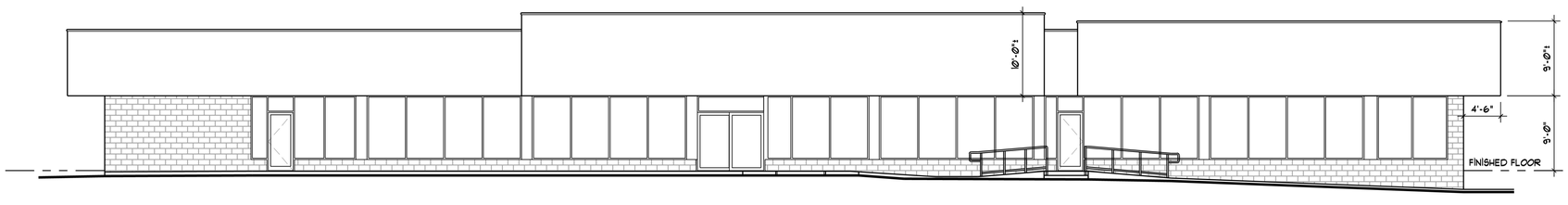


PROPOSED
SOUTHEAST ELEVATION
SCALE: 1/8" = 1'-0"



EXISTING
SOUTHEAST ELEVATION
SCALE: 1/8" = 1'-0"

PROPOSED
SOUTHWEST ELEVATION
SCALE: 1/8" = 1'-0"



EXISTING
SOUTHWEST ELEVATION
SCALE: 1/8" = 1'-0"

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EXPIRES 06.30.23

EXTERIOR ELEVATIONS

PROPOSED PLAZA REMODEL FOR
1205 FLAMANG PLAZA
1245 FLAMANG DRIVE
WATERLOO, IA 52701

PROJECT NO:	2021-171
DRAWN BY:	NDM
CHECKED BY:	TPM

SHEET NO:
A-1

MAYER ARCHITECTURAL GROUP
ARCHITECTS • DESIGNERS • PLANNERS

Prepared By and Return To: Aric A. Schroeder, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703

CONDITIONS OF ZONING

WHEREAS Iowa Code Section 414.5 provides for zoning with conditions provided the conditions are agreed to in writing by the property owner prior to adjournment of the hearing by the City Council,

AND WHEREAS, the owners of property in the City of Waterloo currently zoned "C-2" Commercial District and requested to be zoned "C-2, C-Z" Conditional Commercial District, generally located at 1237 Flammang Drive, and legally described as (hereinafter "Property"):

Lot Nos. 1, 2 and 3 in Schukei Commercial Park, Waterloo, Iowa

HEREBY agree to the following conditions on the above-described Property:

1. The site is limited to permitted uses in the "C-2" Commercial District and an auto repair shop and sales business.
2. There will be no outside storage of repair vehicles or of materials/parts.
3. There will be no storage containers permitted.
4. No major body work on vehicles will be performed on site.
5. That when any repairs are made to the retaining wall or the parking lot or either the retaining wall or parking lot are reconstructed sidewalks are to be installed along Flammang Drive.

NOW THEREFORE, it is agreed by the owners that any proposed change in the use or conditions of the Property other than as detailed in this agreement shall first be submitted to the Planning and Zoning Commission, for its recommendation to the City Council who will review and approve the proposed change to the above-described Property.

These conditions have been placed on the above-described Property for the purpose of complying with the regulations and policies of the City of Waterloo. As a result of said covenant, I (we) herein declare that the conditions shall govern the entire Property as described above, which restrictions shall run with the land and be binding on the successors, heirs and assigns, and herein agree: 1) that these conditions shall not prohibit the division or subdivision of said Property in compliance with the City of Waterloo Zoning Ordinance No. 5079 as amended and the City of Waterloo Subdivision Ordinance No. 2997 as amended, however each subdivided part thereof shall be subject to the terms of these conditions, 2) that none of these conditions shall be rescinded or altered without the approval of the City Council of the City of Waterloo as outlined above. It is further understood that these conditions shall not be deemed a limitation or repeal of any other conditions, restrictions, or covenants placed on the above-described Property.

Agreed to this 27th day of September, 2022

Property Owner

Waterloo ND LLC
By: Kyle Freier
Its: Treasurer

On this 27th day of Sept., 2022, before me, the undersigned, a Notary Public in and for the State of ND, personally appeared Kyle Freier to me known to be the identical person(s)

named herein and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

SEAL TONYA BISHOP
Notary Public
State of North Dakota
My Commission Expires October 17, 2022

Notary Public in and for the State of MO

Rezone Applicant

BCP Development LP – Dr. Robert A. Behar
By:
Its:

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me known to be the identical person(s) named herein and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

SEAL

Notary Public in and for the State of _____

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): BCP Development LP - Dr. Robert A Behar
Address: 5555 San Felipe St #1135 Phone: 346-247-7000 Fax:
City: Houston State: TX Zip: 77056
Email: mary.benge@summitcp.com

b. Status of applicant: (a) Owner ( ) (b) Other (•) (SELECT ONE): If other explain: possible new owner

c. Property owner's name if different than above (please print): Waterloo ND, LLC - Kyle Freier
Address: 4609 33rd Ave. S #400 Phone: 701-281-9500 Fax:
City: Fargo State: ND Zip: 58104
Email: kyler@crinsurancompanies.com

2. PROPERTY INFORMATION:

a. General location of property to be rezoned: 1237 Flammang Drive, Waterloo, IA 50702

b. Legal description of property to be rezoned:
Lot nos. 1, 2 and 3 in Schukei Commercial Park, Waterloo, Blackhawk County, IA

c. Dimensions of Proposed Zoning Boundary (Excluding Right of Way):

d. Area of Proposed Zoning Boundary (Excluding Right of Way):

e. Current zoning: C-2 Requested zoning: C-2, C-x

f. Reason(s) for rezoning and proposed use(s) of property: Applicant would like to operate a light automotive use at the stated location - sales and installation of tires and wheels, brake and alignments; no body or engine work; no oil changes

g. Conditions (if any) agreed to: N/A

h. Other pertinent information (use reverse side if necessary): N/A

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: 8/10/2022

Signature of Owner — Date: 8/10/22

Legal Description:

Lot Nos. 1, 2 and 3 in Schukei Commercial Park, Waterloo, Iowa

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as November 7, 2022 for a request by SKS Communications for a Site Plan Amendment in the "B-P" Business Park District to construct a 2,400 square foot office building, with related parking, located northeast of 3173 Titan Trail, and instruct the City Clerk to publish notice.

City Council Meeting: 10/17/2022
Prepared: 10/5/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT: Resolution setting date of public hearing as November 7, 2022 for a request by SKS Communications for a Site Plan Amendment in the "B-P" Business Park District to construct a 2,400 square foot office building, with related parking, located northeast of 3173 Titan Trail, and instruct the City Clerk to publish notice.

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

Recommended Action: Approval

Summary Statement:

Transmitted herewith is a resolution setting date of public hearing as November 7, 2022 for a request by SKS Communications for a site plan amendment in the "B-P" Business Park District to construct a 2,400 square foot office building, with related parking, located northeast of 3173 Titan Trail.

The new office building is for a communications business that will have up to seven employees on site. The type of use requires eight parking stalls and nine are shown on the site plan.

The Planning and Zoning Commission will review the request at their next meeting on October 11, 2022. The request was initially supposed to be reviewed by that commission on September 26, 2022, however, the meeting was postponed due to the lack of a quorum. The council letter transmitting the hearing will have the commission' s recommendation within it.

The request would not appear to negatively affect the surrounding neighborhood or land use, which consists or commercial and light industrial uses. The new building is post-frame construction, but it will have all steel siding with three feet of wainscoting, which is normally a different color, on the bottom of the sidewalls. The new building is located directly northeast and abutting 3173 Titan Trail (Gubbels One Hour Heating and Cooling). Gubbels has split faced concrete on parts of the first level of the building facing Titan Trail, Cyclone Drive and their parking lot, with the remainder of those walls being steel. Heartland Vineyard Church, located 3211 Titan Trail

Neighborhood Impact:	has EIFS on all of their outside walls with additional design elements at the building entrance and a color stripe around the building near the top of the walls. Warren Transport is under construction of a new headquarters and shop and that entire building is constructed out of tip-up concrete. All the principal buildings in the nearby area have a masonry and/or EIFS design element added to them and design elements need to be considered for the new building so it is more compatible with buildings in the area. Staff is recommending a condition that additional aesthetically pleasing design elements are added to the building to keep the building in character with other buildings in the area, such as masonry block or EIFS systems on the buildings walls that face Titan Trail and Highway 63.
Data/Analysis and Strategies:	Zoning, Land Use and Economic Development.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Parcel "H" according to Plat of Survey filed 9/06/2022 as Doc. No. 2023-3984, being a part of Lot 1, Greenbelt Centre Plat No. 2, in the City of Waterloo, Black Hawk County, Iowa.

REQUEST:	Request by SKS Communications for a site plan amendment in the "B-P" Business Park District to construct a 2,400 square foot office building, with related parking, located northeast of 3173 Titan Trail.
APPLICANT:	SKS Communications (Krystal Schmitz), 121 Meadow Lane, La Porte City, Iowa, 50651.
GENERAL DESCRIPTION:	The new office building will be 30' x 80' with seven employees for a communications business, with a nine-stall parking lot. SKS Communications is currently located at 10 West 4th Street in Downtown Waterloo.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request would not appear to negatively affect the surrounding neighborhood or land use, which consists or commercial and light industrial uses. The new building is post-frame construction, but it will have all steel siding with three feet of wainscoting, which is normally a different color, on the bottom of the sidewalls. The new building is located directly northeast and abutting 3173 Titan Trail (Gubbels One Hour Heating and Cooling). Gubbels has split faced concrete on parts of the first level of the building facing Titan Trail, Cyclone Drive and their parking lot, with the remainder of those walls being steel. Heartland Vineyard Church, located 3211 Titan Trail has EIFS on all of their outside walls with additional design elements at the building entrance and a color stripe around the building near the top of the walls. Warren Transport is under construction of a new headquarters and shop and that entire building is constructed out of tip-up concrete. All the principal buildings in the nearby area have a masonry and/or EIFS design element added to them and design elements need to be considered for the new building so it is more compatible with buildings in the area.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The request would not appear to have a negative impact on vehicular or pedestrian traffic movements in the area. The new building will be addressed from Titan Trail, which is classified as a Local Street, which has access to West Ridgeway Avenue (Minor Arterial) to the north, and Highway 63 (Principal Arterial) via Cyclone Drive. The request would not appear to negatively impact pedestrian conditions in the area.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	The Sergeant Road Recreational Trail run parallel to Highway 63, southbound, which connected to the greater trail network in the area. There is sidewalk located along Titan Trail and it will have to be extended along the frontage of the new lot when it is developed.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The property was rezoned from "M-2,P" Planned Industrial District to "B-P" Business Park on March 3, 2003 by Ordinance 4899.

Surrounding land uses and their zoning designations are as follows:

North – Building First Source (building materials store), zoned “M-2,P” Planned Industrial District.

South – Gubbels Heating and Cooling and Heartland Vineyard Church, zoned “B-P” Business Park.

East – Highway 63 and light industrial development on Marine Avenue, zoned “A-1” Agricultural District and “M-1” Light Industrial District

West – Warren Transport’s new headquarters and shop that is under construction, zoned “B-P” Business Park.

DEVELOPMENT HISTORY:

The area has seen developments occur as long ago as 1980 when 2015 West Ridgeway Avenue was constructed to 2022 with Warren Transport’s new headquarters and shop under construction directly across the street from the proposed building. The area is comprised of professional office and commercial uses.

BUFFERS/ SCREENING/ LANDSCAPING REQUIRED:

There is no buffering or screening required as a part of this request.

The City’s Landscaping Ordinance has four requirements based on a point’s schedule based on the type and size of tree or shrub at the time of planting that shall be addressed with new construction projects, and they are as follows:

- Landscape Area and Planting Requirements, which is based on the amount of greenspace on site.
- Street Tree Plantings, which requires 1.5 points per linear foot of street frontage.
- Vehicular Use Area Plantings requires .04 points per square foot of the vehicular use area.
- Tree Plantings, which requires that no less than 65 percent of the plantings be trees.

The greenspace of the property is approximately 64.8 percent and this requires .015 points per square foot of the lot area, and lower the amount of greenspace, the multiplier increases. The lot is 21,780 square feet, multiplied by .015 and the overall points necessary is 327 points. The vehicular use area is approximately 4,487 square feet and 180 points are required based on the multiplier of .04 points per square foot. The lot has 79.43’ of frontage along Titan Trail and 120 points are required along the frontage at 1.5 points per linear foot. The overall landscaping points needed is 327 points and the points required in the form of trees is 213, which is 65 percent of 327.

The landscaping ordinance does allow a planting to count towards more than one requirement with an example being a tree that’s planted within five feet of the vehicular use area and along the

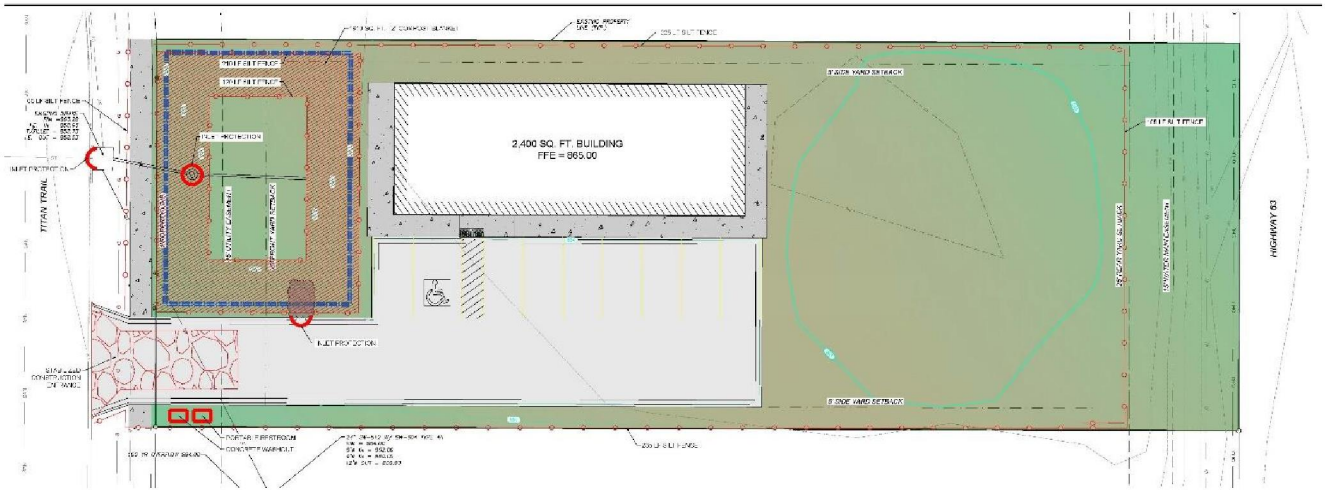
street frontage of the lot will count towards both vehicular use area points and street tree points.

DRAINAGE: A storm water detention plan is required and normally is reviewed during the building permit review process. The proposed use would not appear to negatively impact drainage in the area and Titan Trail has a 15" storm sewer that will take the controlled runoff from the property. The water detention area is shown in front of the building.

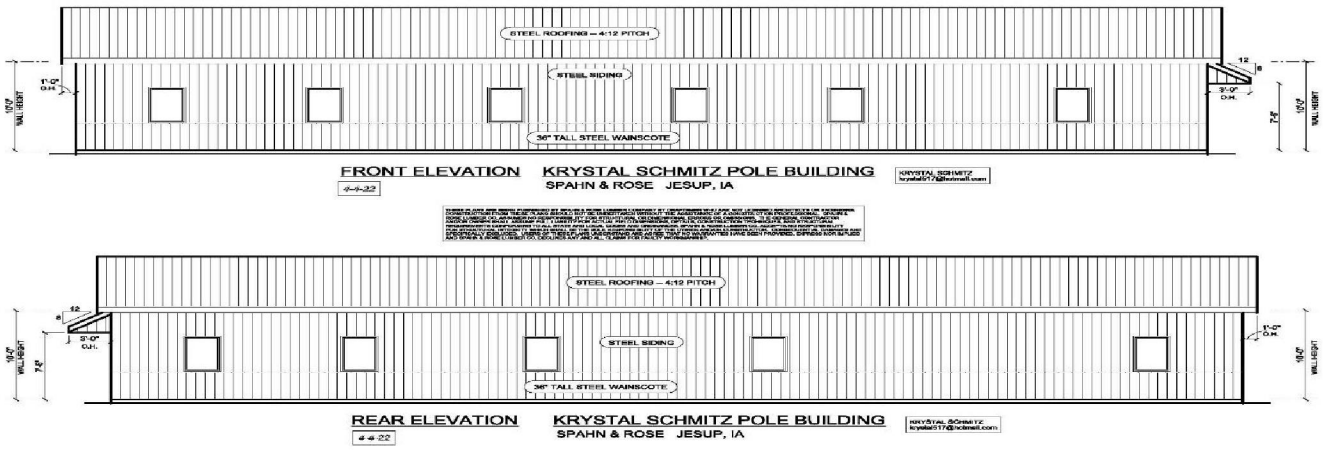
FLOODPLAIN: The Zone X, 500 Year Floodplain touches a small portion of the front of the lot as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 and Panel Number 0284F, dated July 18, 2011. There are no special requirements to build in this flood designation.

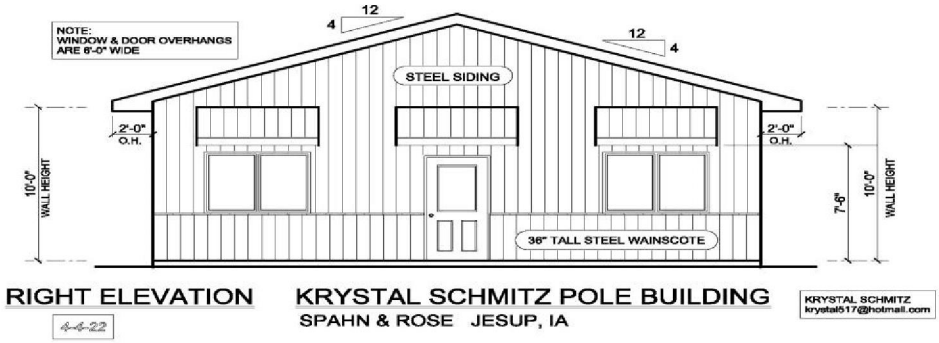
PUBLIC /OPEN SPACES/ SCHOOLS:	Lou Henry Elementary School and Hoover Middle School are located approximately two miles to the east at the intersection of Colby Road and Rachael Street.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, EASEMENTS, ETC.	The following public utilities are located in Titan Trail and available to serve the site: • 12” sanitary sewer. • 15” storm sewer. • 12” water main. A 15’ utility easement is located along the frontage of the lot. All public utilities are in the right-of-way, but there may be private utilities within said easement.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as *Business Park.* The Comprehensive Plan defines Business Park Uses as follows: *“Business Park use designations have been created to signify large development sites for professional offices, commercial uses and light industrial uses that are compatibly designed. Compatibly designed shall include, but not limited to, no outside storage, building design, as well as development layout. Each site will be evaluated on an individual bases for these criteria compatibility.”* The proposed site plan amendment would be in conformance with the Comprehensive Plan and Future Land Use Map for this area.
STAFF ANALYSIS – ZONING ORDINANCE:	The “B-P” Business Park District is intended and designed to provide a means for commercial and compatible light industrial development of tracts of land on a unit bases, allowing greater flexibility and diversification of land uses and building locations. It is the intent of the “B-P” that basic principles of good land use planning are maintained and that sound zoning standards are set forth concerning orderly growth, development, traffic patterns, and compatible design and use be preserved. A 2,400 square foot professional office building with a nine-stall parking lot for a communications business is proposed northeast of 3173 Titan Trail. The office will have up to seven employees on site and professional office under 50,000 square feet requires one parking space per 300 square feet of floor area. Approximately 189 square feet will be used for mechanical and storage and this area can be subtracted from the parking requirements. There will be 2,211 square feet for business use operations, divided by 300 comes out to be 7.37 parking stalls, but this number is rounded up to eight required parking stalls. Nine parking stalls are shown on the site plan, an excess of one space. The new building has approximately a 55’ setback from the front property line and a side yard setback of 10’ from the northeast property line. At it is closest point, the parking area is 5’ from the property line, which meets the minimum setback requirements.

Gubbels Heating and Cooling has a setback of approximately 35' from the property line along Titan Trail.



As mentioned, all the principal buildings in the nearby area have a masonry and/or EIFS design element added to them and design elements need to be considered for the new building so it is more compatible with buildings in the area. Builder's First Source, located at 2015 West Ridgeway Avenue, was built in 1980 and there is EIFS on the front of that building facing towards West Ridgeway Avenue. There are accessory building at that location that are all metal, however, the principal building has design elements incorporated into it. Design elements need to be considered to ensure the new building is in character with other buildings in the area.



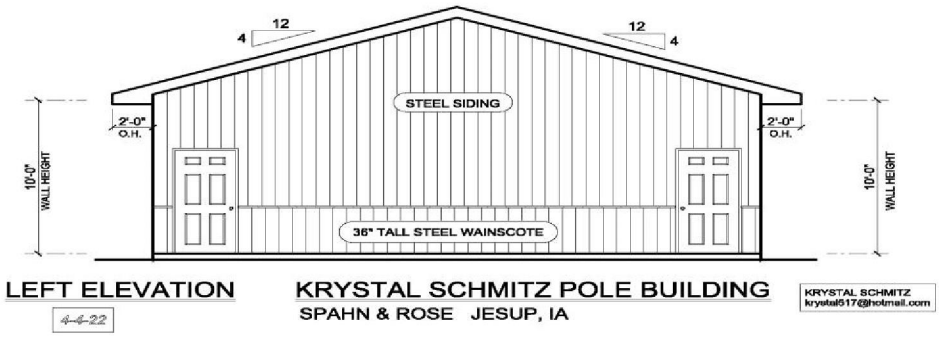


RIGHT ELEVATION KRYSTAL SCHMITZ POLE BUILDING
SPAHN & ROSE JESUP, IA

KRYSTAL SCHMITZ
krystal517@hotmail.com

4-4-22

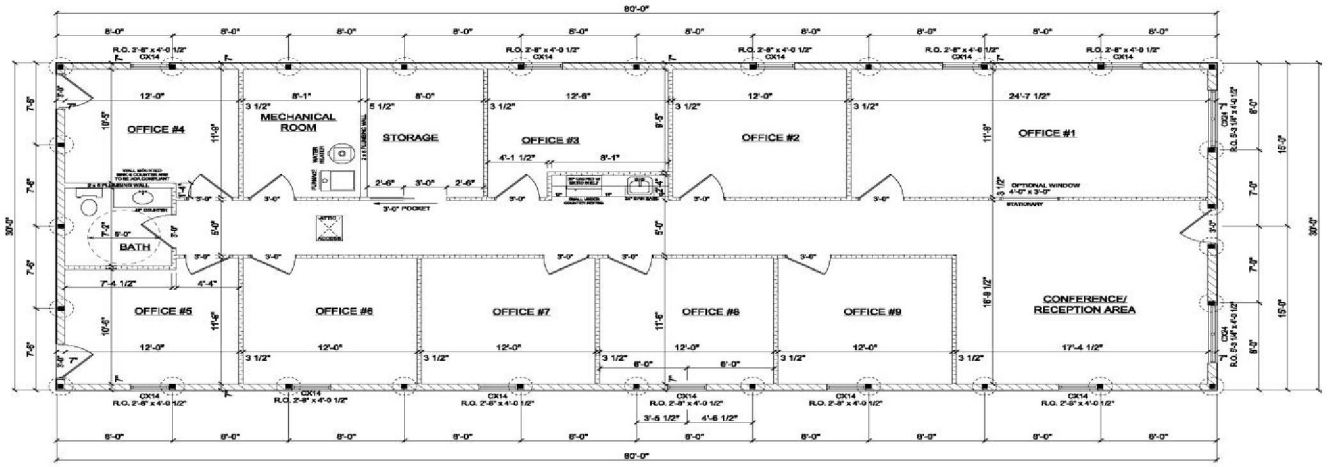
THESE PLANS ARE BEING FURNISHED BY SPAHN & ROSE LUMBER COMPANY BY DRAFTSMEN WHO ARE NOT LICENSED ARCHITECTS OR ENGINEERS. CONSTRUCTION FROM THESE PLANS SHOULD NOT BE UNDERTAKEN WITHOUT THE ASSISTANCE OF A CONSTRUCTION PROFESSIONAL. SPAHN & ROSE LUMBER CO. ASSUMES NO RESPONSIBILITY FOR STRUCTURAL OR DIMENSIONAL ERRORS OR OMISSIONS. THE GENERAL CONTRACTOR AND/OR OWNER SHALL ASSUME FULL LIABILITY FOR ACTUAL FIELD DIMENSIONS, DETAILS, CONSTRUCTION TECHNIQUES, AND STRUCTURAL REQUIREMENTS CONFORMING TO ALL STATE AND LOCAL CODES AND ORDINANCES. SPAHN & ROSE LUMBER CO. ACCEPTS NO RESPONSIBILITY FOR STRUCTURAL INTEGRITY WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER AND/OR CONSTRUCTOR. CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED. USERS OF THESE PLANS UNDERSTAND AND AGREE THAT NO WARRANTIES HAVE BEEN PROVIDED, EXPRESS NOR IMPLIED AND SPAHN & ROSE LUMBER CO. DECLINES ANY AND ALL CLAIMS FOR FAULTY WORKMANSHIP.



LEFT ELEVATION KRYSTAL SCHMITZ POLE BUILDING
SPAHN & ROSE JESUP, IA

KRYSTAL SCHMITZ
krystal517@hotmail.com

4-4-22



POLE LAYOUT KRYSTAL SCHMITZ POLE BUILDING
SPAHN & ROSE JESUP, IA

KRYSTAL SCHMITZ
krystal517@hotmail.com

4-4-22

STAFF ANALYSIS – SUBDIVISION ORDINANCE: No platting is needed for this request. The applicant turned in a plat of survey to split the half-acre lot from the parcel and staff has approved the split.

Picture 1: Location of proposed Site Plan Amendment

Picture 2: 3173 Titan Trail

Picture 3: Looking north from 3173 Titan Trail

Picture 4: Under construction Warren Transport.

STAFF RECOMMENDATION:

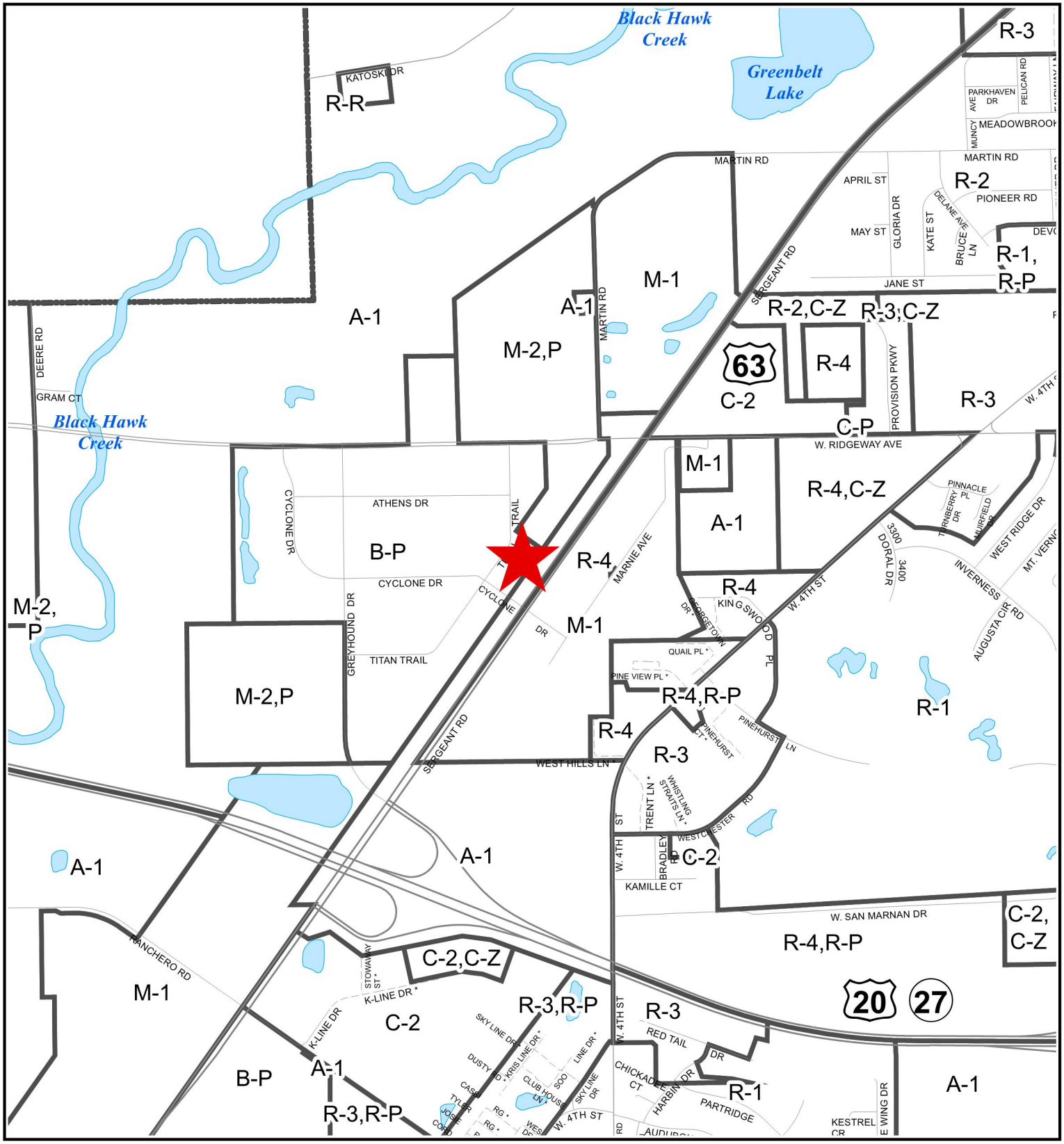
Therefore, staff recommends that the request for a site plan amendment to the “B-P” Business Park District for a 2,400 square foot office building and nine stall parking lot, located northeast of 3173 Titan Trail, be approved for the following reasons:

1. The request would fit in with other uses in the area, which is primarily comprised of professional office and commercial uses.
2. The request would not appear to have a negative impact upon the surrounding area.
3. The request would not appear to have a negative impact upon vehicular and pedestrian traffic in the area.
4. The request is in conformance with the Future Land Use Map and Comprehensive Plan for this area, which designates it as *Business Park.*

Subject to the following condition(s):

1. That the final site plan meets all applicable city codes, including but not limited to, parking, landscaping, drainage, etc., except as specifically altered by approval of the site plan amendment.
2. That additional aesthetically pleasing design elements are added to the building to keep the building in character with other buildings in the area, such as masonry block or EIFS systems on the buildings walls that face Titan Trail and Highway 63.

City of Waterloo Planning, Programming and Zoning Commission
September 26, 2022



N
W E
S

1,000 500 0 1,000 Feet

Waterloo Iowa

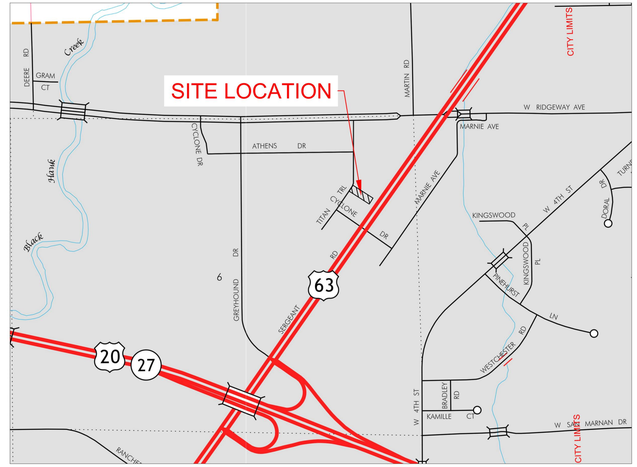
North of 3173 Titan Trail
Site Plan Amendement
SKS Communications

City of Waterloo Planning, Programming and Zoning Commission
September 26, 2022

North of 3173 Titan Trail
Site Plan Amendment
SKS Communications

CITY OF WATERLOO, IOWA
BLACK HAWK COUNTY
PLANS FOR THE PROPOSED BUILDING AND SITE PLAN CONSTRUCTION OF THE SKS BUILDING ON THE 3100 BLOCK OF TITAN TRAIL

PREPARED BY VJ ENGINEERING
SEPTEMBER, 2022



LAND USE:
TOTAL BUILDING AREA (EXISTING + PROPOSED) = 2,400 SQ. FT.

TOTAL SITE AREA = 0.50 ACRES
EXISTING IMPERVIOUS AREA = 0.00 ACRES
TOTAL IMPERVIOUS AREA = 0.176 ACRES
SITE IS 35.2% IMPERVIOUS

FINISHED FLOOR ELEVATION:
FFE = 864.50

OWNER/APPLICANT:
SKS COMMUNICATIONS
10 W. 4TH STREET, SUITE 10, WATERLOO, IA 50701

SITE PLAN PREPARED BY:
VJ ENGINEERING
1501 TECHNOLOGY PARKWAY SUIT 100,
CEDAR FALLS, IOWA 50613

PROJECT SITE ADDRESS:
PARCEL "H" PART OF LOT 1 GREENBELT CENTER PLAT NO. 2
4710 CEDAR HEIGHTS DRIVE, CEDAR FALLS, IA

CURRENT ZONING:
B-P BUSINESS PARK DISTRICT

LEGEND		
Existing	Proposed	
		BOUNDARY LINE
		EASEMENT LINE
		PROPERTY LINE
		SECTION/R.O.W. LINE
		SETBACK LINE
000	000	CONTOUR LINE
E	E	ELECTRIC LINE
X	X	FENCE LINE
FO	FO	FIBER LINE
G	G	GAS LINE
OHU	OHU	OVERHEAD UTILITY LINE
SAN	SAN	SANITARY SEWER LINE
		SILT FENCE LINE
ST	ST	STORM SEWER LINE
T	T	TELEPHONE LINE
TV	TV	TELEVISION LINE
W	W	WATER LINE
		PROPERTY CORNER
		BENCH MARK
		CONIFEROUS TREE
		DECIDUOUS TREE
		GAS MANHOLE
		GAS VALVE
		SANITARY MANHOLE
		SIGN
		STORM INTAKE
		STORM MANHOLE
		TELEPHONE PEDESTAL
		UTILITY POLE
		WATER HYDRANT
		WATER SHUT OFF
		WATER VALVE

INDEX OF SHEETS		
SHEET. NO.	SHEET NAME	REVISION DATE
1	COVER SHEET	
2	QUANTITIES AND ESTIMATE REFERENCE	
3	EXISTING CONDITIONS AND DEMO	
4	CIVIL SITE PLAN	
5	SITE DETAILS	
6	STORM WATER POLLUTION PREVENTION PLAN	

NOTE: SCALE NOTED ON TITLE BLOCK RELATES TO FULL-SIZED PLOTS (22x34).

UTILITY STATEMENT
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES DECLARE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

THE CONSTRUCTION OF THE SANITARY SEWER, STORM SEWER, AND WATER SYSTEMS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR MUNICIPAL IMPROVEMENTS WITHIN THE CITY OF WATERLOO, IOWA, AND THE STATEWIDE URBAN DESIGNS AND SPECIFICATIONS (SUDAS),

IOWA ONE CALL
800 / 292-8989
TOLL FREE
CALL - BEFORE - YOU - DIG

LICENSED PROFESSIONAL ENGINEER
Licensed
22647
Daniel M.
Arends
IOWA

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.

DANIEL M. ARENDS, P.E. DATE

License number 22647

My license renewal date is December 31, 2022

Pages or sheets covered by this seal:

All sheets in Index

PRELIMINARY

228097

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

SKS COMMUNICATIONS
3100 BLOCK TITAN TRAIL
WATERLOO, BLACK HAWK COUNTY, IOWA

CIVIL COVER SHEET

1 OF 6

Scale
1"=20'

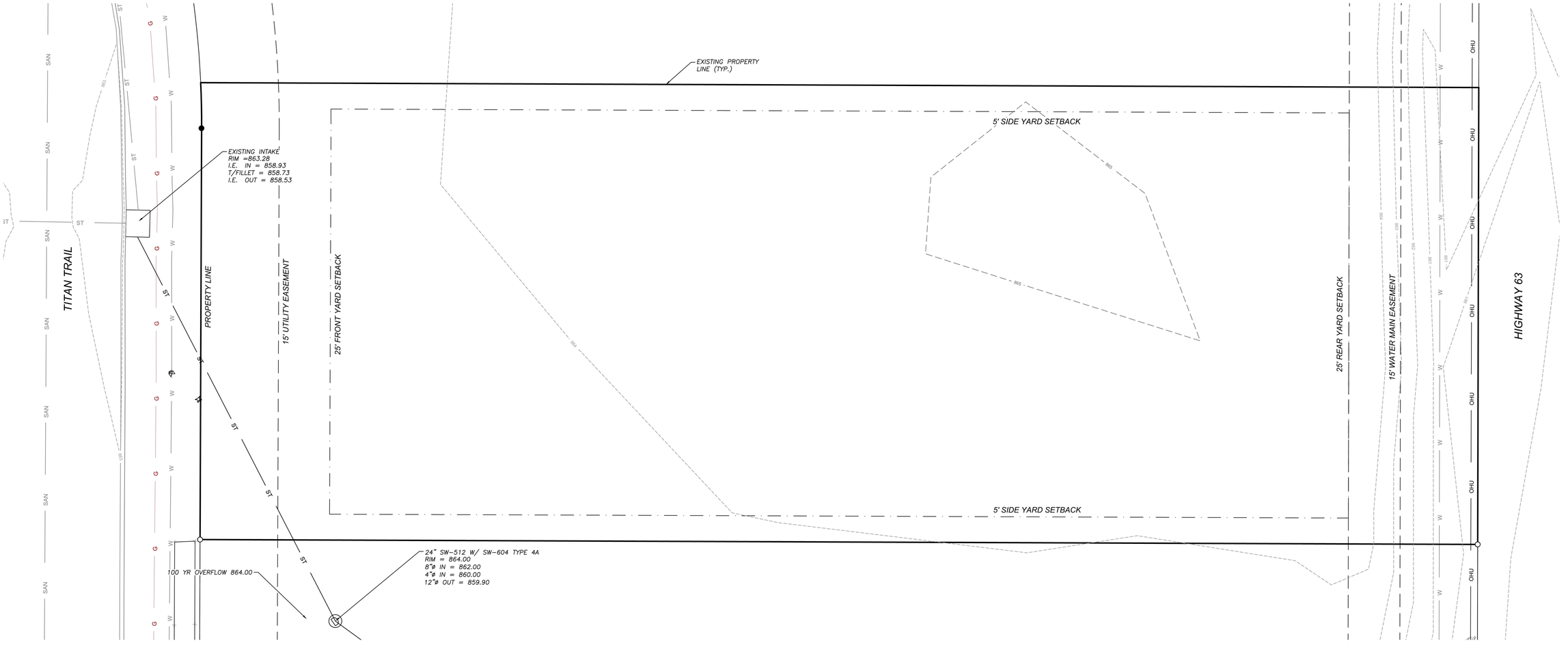
Drawn
SJC

Reviewed
DMA

Date
2022.09.14

Revisions

228097



GENERAL DEMOLITION NOTES:

1.) ALL ITEMS NOTED FOR REMOVAL SHALL BE INCLUDED IN THE CONTRACT FOR GENERAL CONSTRUCTION.

2.) LIMITS OF REMOVAL SHOWN ON DEMOLITION PLAN ARE APPROXIMATE. ACTUAL QUANTITIES MAY DIFFER DUE TO FIELD CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEMOLITION, REMOVAL AND RESTORATION WORK.

3.) CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL NOTED MATERIALS FROM SITE AND DISPOSING OF THEM IN AN APPROVED METHOD.

4.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY REQUIRED PERMITS FOR DEMOLITION AND DISPOSAL. BONDING AND PERMIT FEES SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

5.) ITEMS NOTED FOR REMOVAL SHALL INCLUDE ANY UNDERGROUND COMPONENT INCLUDING, BUT NOT LIMITED TO: FOUNDATION, SLABS, TREE ROUTS, PIPES, WIRES, AND ANY OTHER MATERIAL.

6.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PLUGGING EXISTING UTILITIES. IN THE CASE THAT THE CONTRACTOR IS NOT ABLE TO CUT AND PLUG THE EXISTING UTILITY THEY SHALL BE REQUIRED TO COORDINATE WITH THE EXISTING UTILITY COMPANY. (ALL SERVICES MAY NOT BE SHOWN ON THIS DRAWING).

7.) BACKFILL EXCAVATIONS RESULTING FROM DEMOLITION SHALL BE MEET REQUIREMENTS PROVIDED BY GEO-TECHNICAL ENGINEER.

8.) THE CONTRACTOR SHALL SAW CUT EXISTING PAVEMENT TO PROVIDE A CLEAN (MATCH TO EXISTING SAW-CUTS WHEN POSSIBLE).

9.) UPON COMPLETION OF SITE DEMOLITION THE PROPERTY SHALL BE CLEAN AND CLEAR SITE WITH DEVOID OF ALL NOTED ITEMS FOR REMOVAL.

Fema Information:

Zone X - Areas of 0.2% annual chance flood: areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood - Per Fema Firm Panel 19013C0284F effective 07/18/2011.

PROPERTY INFORMATION:

Parcel "H" Legal Description:

The Southwesterly 353.25 feet in even width of Lot 1, Greenbelt Centre Plat No. 2, in the City of Waterloo, Black Hawk County, Iowa, except the Southwesterly 265.00 feet in even width of said Lot 1, containing 0.50 acres.

LEGEND

Existing	Proposed	
		BOUNDARY LINE
		EASEMENT LINE
		PROPERTY LINE
		SECTION/R.O.W. LINE
		SETBACK LINE
000	000	CONTOUR LINE
E	E	ELECTRIC LINE
X	X	FENCE LINE
FO	FO	FIBER LINE
G	G	GAS LINE
OHU	OHU	OVERHEAD UTILITY LINE
X-SAN	X-SAN	SANITARY SEWER LINE
		SILT FENCE LINE
X-ST	X-ST	STORM SEWER LINE
T	T	TELEPHONE LINE
TV	TV	TELEVISION LINE
X-W	X-W	WATER LINE
		PROPERTY CORNER
		BENCH MARK
		CONIFEROUS TREE
		DECIDUOUS TREE
		GAS MANHOLE
		GAS VALVE
		SANITARY MANHOLE
		SIGN
		STORM INTAKE
		STORM MANHOLE
		TELEPHONE PEDESTAL
		UTILITY POLE
		WATER HYDRANT
		WATER SHUT OFF
		WATER VALVE

NORTH

0 20' 40'

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228097

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

SKS COMMUNICATIONS
3100 BLOCK TITAN TRAIL
WATERLOO, BLACK HAWK COUNTY, IOWA

EXISTING CONDITIONS AND DEMOLITION PLANS

3 OF 6

Scale
1"=10'

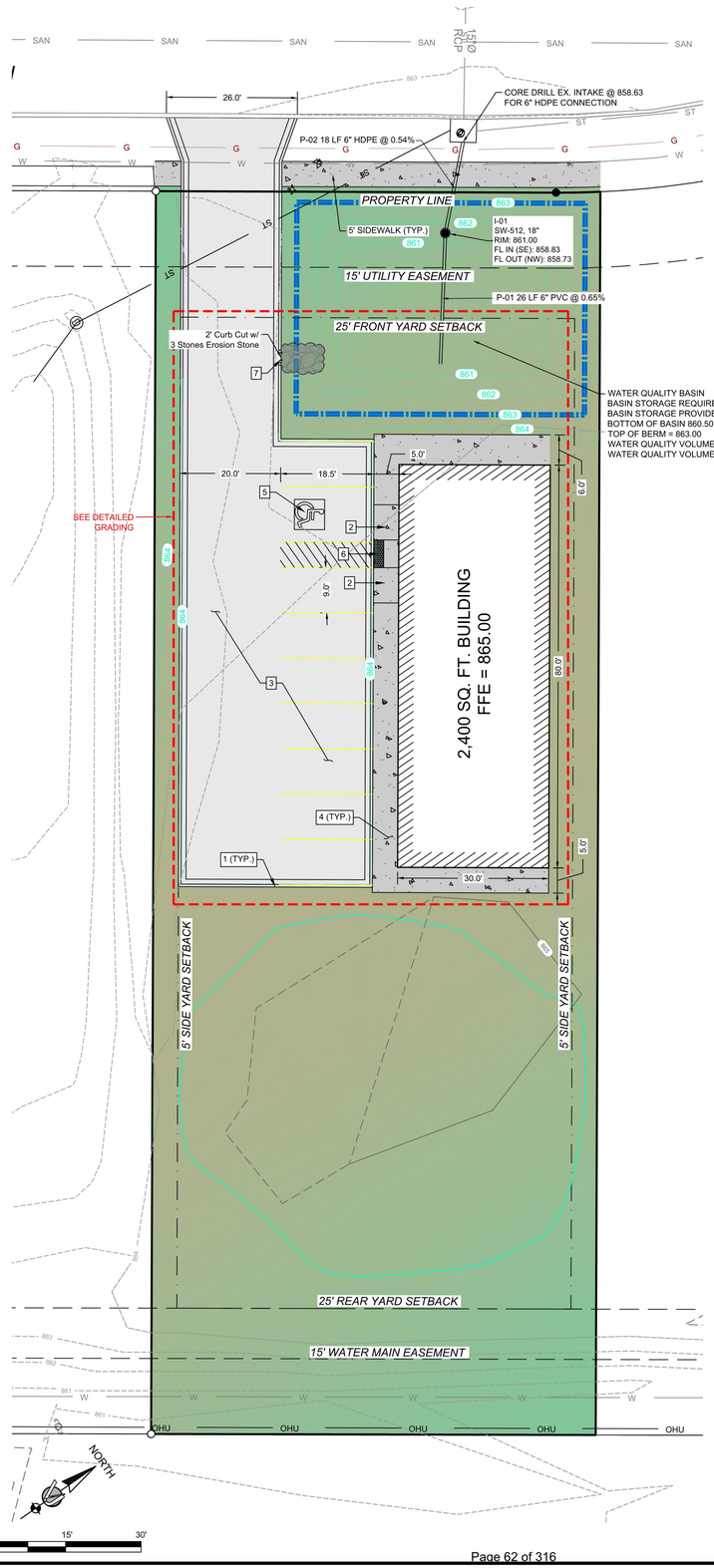
Drawn
SJC

Reviewed
DMA

Date
2022.09.14

Revisions

228097



GENERAL GRADING, EARTHWORK, AND DRAINAGE NOTES:

1.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STRIPPING AND REMOVING EXCESS TOPSOIL FROM THE SITE. ANY TOPSOIL THAT CANNOT BE USED ON THE SITE SHALL BE HAULED OFF-SITE AT THE CONTRACTOR'S EXPENSE. AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE THE CONTRACTOR MAY DISPOSE OF EXCESS TOPSOIL BY BURYING ON SITE IN LANDSCAPE AREAS.

2.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL VEGETATION AND ORGANIC MATERIALS FROM THE SITE THAT RESULTS FROM CLEARING & GRUBBING ACTIVITIES.

3.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR STRUCTURAL FILL MATERIALS IF SUITABLE MATERIAL IS NOT AVAILABLE ON SITE. TESTING OF SUITABLE MATERIAL SHALL BE THE CONTRACTOR'S RESPONSIBILITY. DISPOSAL OF ALL EXCESS OR UNSUITABLE MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND AT THEIR EXPENSE.

4.) THE CONTRACTOR SHALL PROVIDE 8" OF TOPSOIL (MINIMUM) IN ALL DISTURBED AREAS THAT ARE NOT TO BE PAVED. FINAL GRADES SHOULD BE SMOOTHLY FINISHED AND ENSURE POSITIVE DRAINAGE. PRIOR TO RE-SPREADING, TOP SOIL SHALL BE SCREENED TO BE FREE OF SUBSOIL, DEBRIS, AND STONES.

5.) WHERE SHEET DRAINAGE FLOWS FROM LANDSCAPED AREAS ONTO PAVED AREAS, THE FINISHED GRADE OF THE LANDSCAPE AREA SHALL BE 1/2 INCH ABOVE THE TOP WHERE SHEET DRAINAGE FLOWS FROM PAVEMENT TO LANDSCAPED AREAS, THE FINISHED GRADE IN THE LANDSCAPE AREA SHALL BE 1/2 INCH BELOW THE PAVEMENT.

6.) ALL SPOT ELEVATIONS SHOWN INDICATE FINISHED GRADE UNLESS OTHERWISE NOTE.

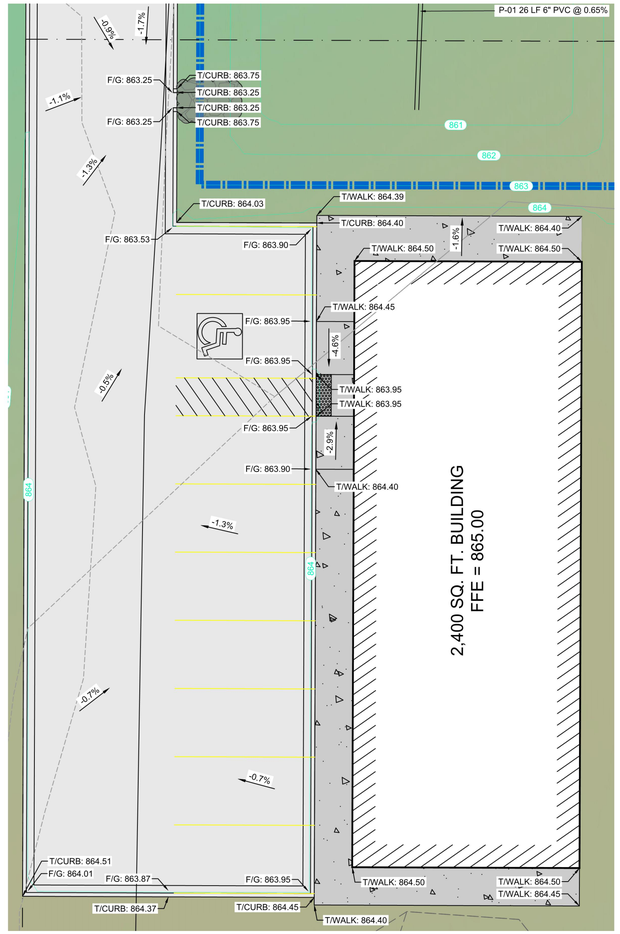
7.) PROVIDE POSITIVE DRAINAGE IN ALL AREAS AND AWAY FROM ALL BUILDINGS.

8.) THE CONTRACTOR SHALL DETERMINE EXACT QUANTITIES OF CUT AND/OR FILL FOR ESTIMATING AND CONSTRUCTION. THE CONTRACTOR SHALL ALERT THE ENGINEER OF ANY EXCESSIVE CUT AND /OR FILL DISCOVERED DURING EARTHWORK OPERATIONS.

9.) THE CONTRACTOR SHALL ADJUST TOPS OF ALL STRUCTURES TO MATCH FINAL GRADE AS NEEDED.

10.) THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL SAFETY REQUIREMENTS ON-SITE, AS WELL AS THE PROTECTION OF ALL UTILITIES AND/OR STRUCTURES DURING EARTHWORK GRADING PROCEDURES.

11.) THE ALL GRADES IN PAVED AREAS, RAMPS, AND SIDEWALKS IN THE VICINITY OF HANDICAP PARKING AND ACCESS AREAS AND SHALL COMPLY WITH FEDERAL, STATE, AND LOCAL CODES.



SITE KEYNOTES:

1. 6" STANDARD CURB AND GUTTER
   -REFER TO DETAIL ON SHEET 5 OF 6
2. ADA RAMP
   -REFER TO DETAIL ON SHEET 5 OF 6
3. 6" PCC PAVEMENT SECTION
   -REFER TO DETAIL ON SHEET 5 OF 6
4. 4" PCC SIDEWALK
   -REFER TO DETAIL ON SHEET 5 OF 6
5. ADA PARKING SYMBOL
   -REFER TO DETAIL ON SHEET 5 OF 6
6. DETECTABLE WARNING PLACEMENT
   -REFER TO DETAIL ON SHEET 5 OF 6
7. CURB DROP
   -REFER TO DETAIL ON SHEET 5 OF 6

PARKING NOTES:

1.) 1 PARKING STALL FOR EVERY 300 SQUARE FEET OF BUILDING SPACE REQUIRED.

2.) 8 PARKING STALLS REQUIRED ON SITE, 11 PARKING STALLS PROVIDED

3.) 1 ADA ACCESSIBLE PARKING SPACES PROVIDED, 1 BEING A VAN ACCESSIBLE PARKING SPACES.

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HATCH LEGEND

- PCC PAVEMENT
- EXISTING PCC PARKING LOT
- EXISTING GRAVEL PARKING LOT
- SEED AND MULCH (OR CITY APPROVED EQUAL)

GENERAL SITE NOTES:

1.) DIMENSIONS AND RADII ARE REFERENCED TO THE BACK OF CURB OR EDGE OF PAVING UNLESS OTHERWISE NOTED.

2.) ALL DIMENSIONS TO BUILDING ARE REFERENCED TO THE OUTSIDE FACE OF STRUCTURE'S FACADE.

3.) BUILDING DIMENSIONS SHOWN ARE FOR REFERENCE PURPOSES ONLY. THE CONTRACTOR SHALL USE THE ARCHITECTURAL AND STRUCTURAL PLAN SET FOR EXACT BUILDING DIMENSIONS.

4.) ALL PROJECT COMPONENTS THAT FALL WITHIN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO LOCAL AND/OR STATE SPECIFICATIONS AND REQUIREMENTS.

5.) ALL PROPOSED HANDICAP RAMPS, PARKING AREAS, AND ACCESSIBLE ROUTES SHALL STRICTLY COMPLY WITH CURRENT LOCAL, STATE, AND FEDERAL REGULATIONS, INCLUDING BUT NOT NECESSARILY LIMITED TO THE ADA ACCESSIBILITY GUIDELINES (ADAAG).

6.) ALL ADA ACCESSIBLE ROUTES SHALL HAVE DETECTABLE WARNINGS INSTALLED AS REQUIRED BY THE ADAAG. DETECTABLE WARNINGS SHALL CONSIST OF RAISED TRUNCATED DOMES WITH CONTRAST VISUALLY WITH THE ADJOINING SURFACES.

7.) CONTRACTOR SHALL SAW CUT EXISTING PAVEMENT TO PROVIDE A CLEAN, STRAIGHT JOINT AND ENSURE POSITIVE DRAINAGE.

8.) ALL CONCRETE PAVEMENT SHALL HAVE JOINTS IN ACCORDANCE WITH ACI 330R-08, SECTION 3.7 AND APPENDIX C. CONTRACTION JOINTS SHALL BE 1/4 OF THE SLAB THICKNESS. ISOLATION JOINTS SHALL BE PLACED BETWEEN PAVEMENT AND FOUNDATIONS, INLETS, AND OTHER FIXED STRUCTURES. CONTRACTION JOINTS SHALL BE TOOL FINISHED AND SPACED AS FOLLOWS:

CURBING: 10'-0" (MAX) SPACING
SIDEWALKS: 5'-0" (MAX) SPACING
VEHICULAR TRAFFIC ARES: 24 X CONCRETE
PAVEMENT THICKNESS (FEET), 15'-0" (MAX) SPACING.

REFER TO LOCAL SPECIFICATIONS FOR WORK WITHIN PUBLIC RIGHT-OF-WAY.

LEGEND

Existing	Proposed	
		BOUNDARY LINE
		EASEMENT LINE
		PROPERTY LINE
		SECTION/R.O.W. LINE
		SETBACK LINE
000	000	CONTOUR LINE
E	E	ELECTRIC LINE
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FO	FO	FIBER LINE
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TV	TV	TELEVISION LINE
X-W	X-W	WATER LINE
		PROPERTY CORNER
		BENCH MARK
		CONIFEROUS TREE
		DECIDUOUS TREE
		GAS MANHOLE
		GAS VALVE
		SANITARY MANHOLE
		SIGN
		STORM INTAKE
		STORM MANHOLE
		TELEPHONE PEDESTAL
		UTILITY POLE
		WATER HYDRANT
		WATER SHUT OFF
		WATER VALVE

228097

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

SKS COMMUNICATIONS
3100 BLOCK TITAN TRAIL
WATERLOO, BLACK HAWK COUNTY, IOWA

CIVIL SITE PLAN

4 OF 6

Scale
1"=15'

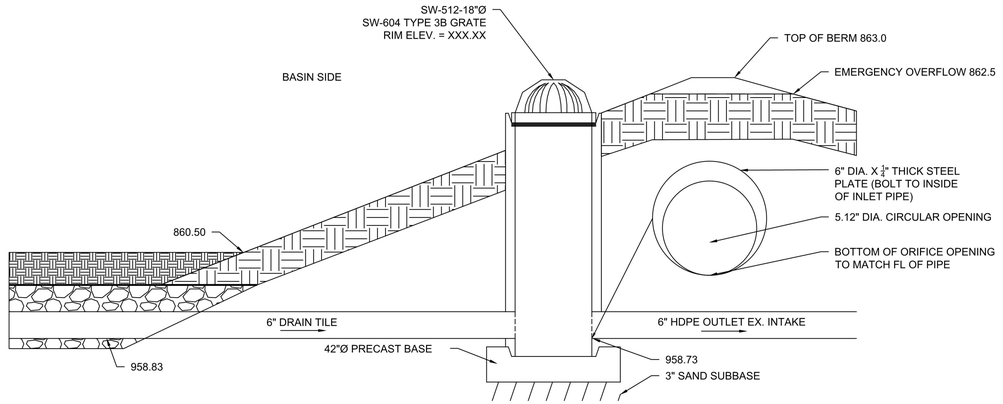
Drawn
SJC

Reviewed
DMA

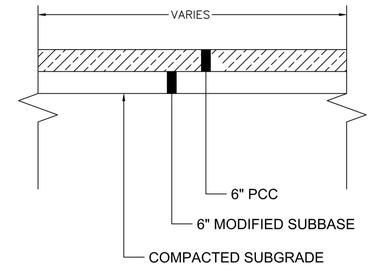
Date
2022.09.14

Revisions

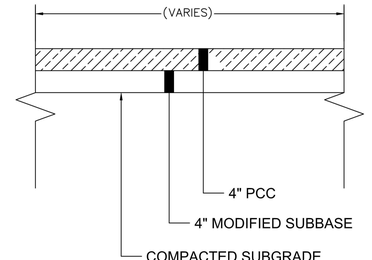
228097



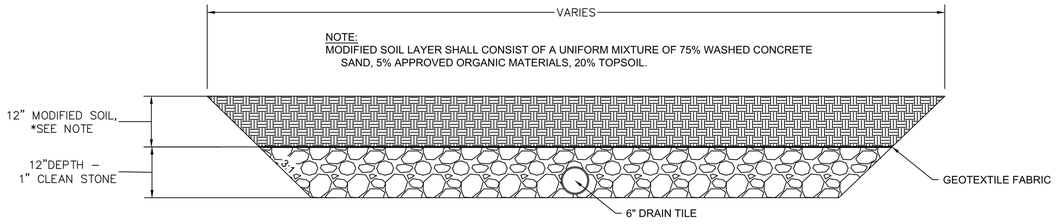
1/5 WATER QUALITY BASIN CONTROLLED RELEASE RATE STRUCTURE (I-01)
SCALE - NTS



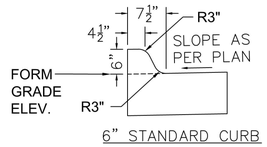
2/5 6" PCC PAVEMENT SECTION
SCALE - NTS



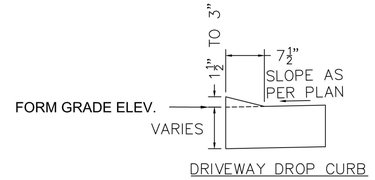
3/5 SIDEWALK SECTION
SCALE - NTS



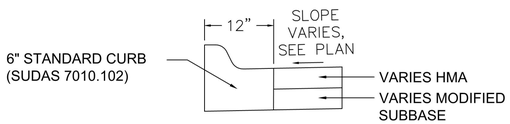
4/5 WATER QUALITY BASIN - TYPICAL SECTION (BASIN 1P)
SCALE - NTS



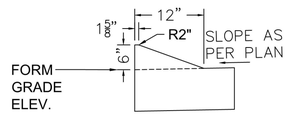
6" STANDARD CURB



DRIVEWAY DROP CURB

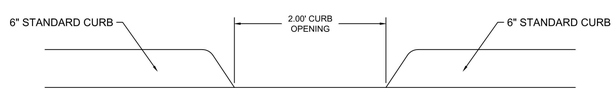


TYPICAL PAVEMENT CROSS SECTION

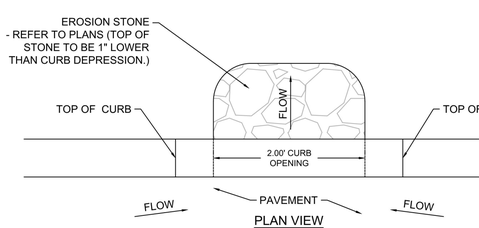


6" SLOPED CURB

5/5 PCC CURB DETAILS
SCALE - NTS



CURB DROP SECTION VIEW



PLAN VIEW

6/5 CURB DROP DETAIL
SCALE - NTS

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SITE DETAILS

5 OF 6

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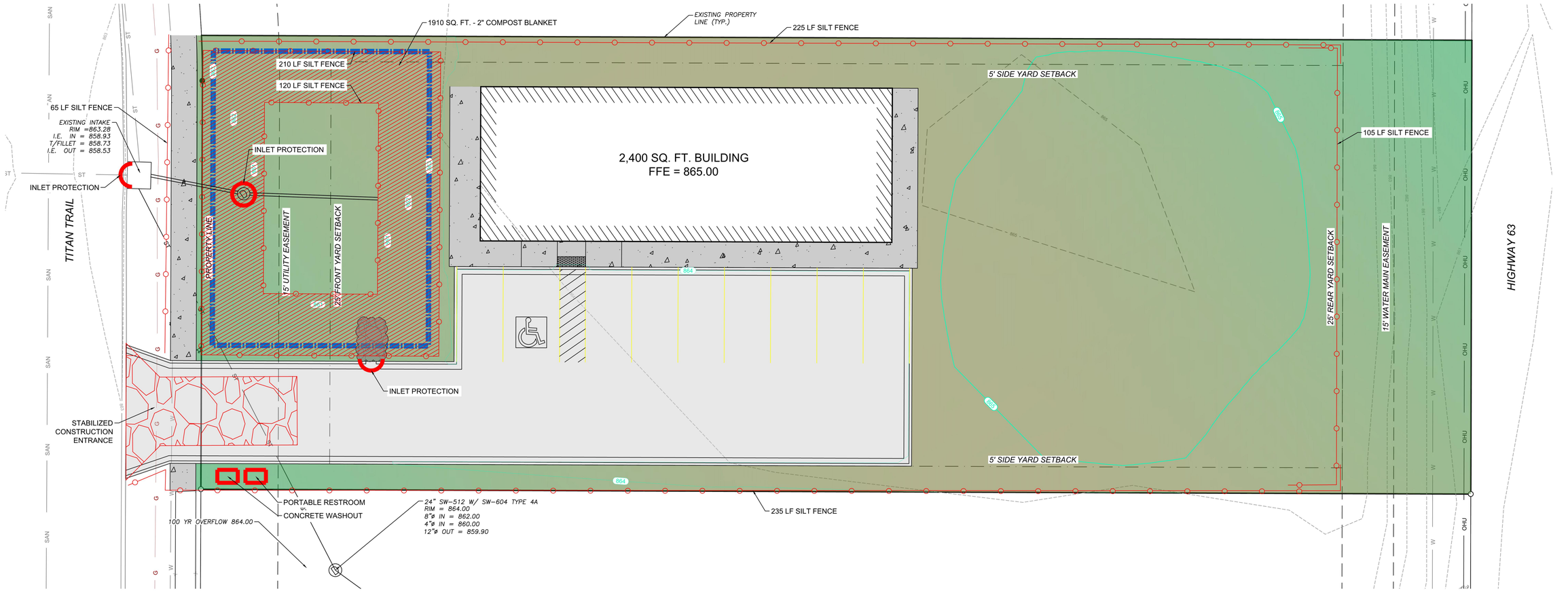


GENERAL SWPPP NOTES:

1.) EROSION AND SEDIMENT CONTROL PRACTICES SHALL CONFORM TO THE STANDARDS SET FORTH BY LOCAL, STATE, AND FEDERAL AUTHORITIES.

2.) THE SOIL EROSION CONTROLS SHALL BE INSPECTED WEEKLY AND WITHIN 24 HOURS OF ANY 0.25 INCH (OR GREATER) RAIN EVENT. A WRITTEN LOG OF THESE INSPECTIONS AND IMPROVEMENTS TO SITE CONTROLS SHALL BE KEPT ON-SITE. THESE LOGS SHALL INCLUDE THE DATE OF INSPECTION, NAME OF INSPECTOR, OBSERVED WEATHER CONDITIONS, CORRECTIVE ACTIONS TAKE TO CORRECT EXISTING PROBLEMS AND THE DATE THAT THE ACTIONS TOOK PLACE.

3.) TEMPORARY SOIL STABILIZATION SHALL OCCUR WITHIN 7 DAYS OF ROUGH GRADING IF THE AREA IS TO REMAIN IDLE LONGER THAT 14 DAYS. ANY DISTURBED AREA THAT WILL NOT BE WORKED ON WITHIN THE NEXT 14 DAYS MUST BE SEEDED AND MULCHED.

4.) SITE CLEANUP WILL BE DONE IN A MANNER THAT ENSURES THAT EROSION CONTROL MEASURED ARE NOT DISTURBED.

5.) CONSTRUCTION ACTIVITIES SHALL BE SCHEDULED TO REDUCE THE AMOUNT OF DISTURBED AREA AT ANY POINT IN TIME. OPERATIONS SHALL BE SCHEDULED AND PERFORMED ENSURING THAT PREVENTATIVE SOIL EROSION CONTROL MEASURES ARE IN PLACE PRIOR TO EXCAVATION IN CRITICAL AREAS. OPERATIONS SHALL BE SCHEDULED AND PERFORMED TO ENSURE TEMPORARY STABILIZATION MEASURES ARE IN PLACE IMMEDIATELY FOLLOWING BACKFILLING OPERATIONS. CONTRACTOR SHALL REDUCE EFFECTS OF STORM WATER BY USING BEST MANAGEMENT PRACTICES LAID OUT IN SUDAS SECTION 9040.

6.) TRENCHES FOR UNDERGROUND UTILITY LINES AND PIPES SHALL BE TEMPORARILY STABILIZED WITHIN 7 DAYS IF THEY ARE TO REMAIN INACTIVE FOR 14 DAYS. TRENCH DE-WATERING DEVICES SHALL DISCHARGE IN A MANNER THAT FILTERS SOIL-LADEN WATER BEFORE DISCHARGING IT TO A RECEIVING DRAINAGE DITCH OR POND. IF SEEDING, MULCHING OR OTHER EROSION AND SEDIMENT CONTROL MEASURES WERE PREVIOUSLY INSTALLED; THESE PROTECTIVE MEASURES SHALL BE REINSTALLED. PIPELINES WITH JOINTS THAT ALLOW A MANUFACTURED LENGTH OF PIPE TO BE PLACED IN THE TRENCH WITH THE PIPE JOINT ASSEMBLED/MADE IN THE TRENCH REQUIRE AN OPEN PIPELINE TRENCH THAT IS ONLY SLIGHTLY LONGER THAN THE LENGTH OF THE PIPE BEING INSTALLED. THE TOTAL LENGTH OF EXCAVATED TRENCH OPEN AT ANY TIME SHOULD NOT BE GREATER THAN THE TOTAL LENGTH OF PIPELINE/UTILITY THAT CAN BE PLACED IN THE TRENCH AND BACKFILLED IN ONE WORKING DAY. NO MORE THAN 50 LINEAR FEET OF OPEN TRENCH SHOULD EXIST WHEN PIPELINE/UTILITY LINE INSTALLATION CEASES AT THE END OF THE WORK DAY.

7.) WHEN USING CONSTRUCTION EQUIPMENT PRECAUTIONS SHALL BE TAKEN TO ENSURE THAT THEY ARE NOT PROMOTING SOIL EROSION.

8.) PREVENTATIVE MEASURES SHALL BE TAKEN TO STABILIZE AND PROTECT SOIL STOCKPILES TO MINIMIZE ANY SOIL LOSS.

9.) SILT FENCE SHALL BE A MINIMUM 2 FEET FROM THE PROPERTY LINE IN ARES WHERE WORK IS NEAR ADJACENT PROPERTIES.

10.) ALL DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED WITHIN 7 DAYS OF FINAL GRADING. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT STABILIZATION IS COMPLETED, AT WHICH POINT TEMPORARY MEASURES SHALL BE REMOVED. PERMANENT VEGETATION IS A GROUND COVER THAT IS DENSE ENOUGH TO COVER 80% OF THE SOIL SURFACE AND MATURE ENOUGH TO SURVIVE WINTER WEATHER CONDITIONS.

11.) ALL STORM-WATER MANAGEMENT AND WATER QUALITY BASINS SHALL BE CLEARED OF CONSTRUCTION SEDIMENT UPON PROJECT COMPLETION.

12.) THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING A PERMANENT ON-SITE BENCHMARK PRIOR TO CLEARING, GRUBBING, AND/OR DEMOLITION ACTIVITIES.

13.) NO SOLID OR LIQUID WASTE SHALL BE DISCHARGED INTO THE STORM-WATER RUNOFF.

14.) SOLID, SANITARY, AND TOXIC WASH SHALL BE DISPOSED OF IN A PROPER MANNER IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS. BURNING, BURYING, POURING ONTO GROUND, OR INTO STORM SEWER ARE ALL PROHIBITED ACTIONS. ITEMS INCLUDE, BUT ARE NOT LIMITED TO SOLVENTS, PAINTS, STAINS, GASOLINE, DIESEL FUEL, USED MOTOR OIL, HYDRAULIC FLUID, ANTIFREEZE, CEMENT CURING COMPOUNDS AND OTHER SUCH TOXIC OR HAZARDOUS WASTE.

15.) WASH OUT OF READY-MIX CONCRETE TRUCKS SHOULD OCCUR IN THE DESIGNATED AREA WHERE THE WASHING CAN COLLECT AND BE DISPOSED OF PROPERLY WHEN IT HARDENS.

16.) NO FUEL STORAGE SHALL BE PERMITTED ON-SITE.

17.) THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING NOTICE OF INTENT (NOI) AND NOTICE OF TERMINATION (NOT) AS REQUIRED BY THE IOWA DNR.

EROSION CONTROL NOTES:

1.) THE SWPPP PLAN IS CONSIDERED TO BE A LIVE DOCUMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE LOCATION ON THE PROJECT SITE, INSTALLING, AND UPDATING LOCATION ON THIS PLAN OF THE THE FOLLOWING ITEMS:
- SPILL KIT
- STABILIZED CONSTRUCTION ENTRANCE
- CONSTRUCTION MATERIALS AND EQUIPMENT STORAGE AREA
- SOIL AND TOPSOIL STOCKPILE AREA
- PORTABLE TOILETS- SHALL BE STAKED DOWN
- WASTE DISPOSAL AREA
- CONCRETE WASHOUT AREA

2.) EROSION AND SEDIMENT CONTROLS SHALL BE INSTALLED, MAINTAINED, AND REMOVED IN ACCORDANCE WITH SUDAS SECTION 9040 AND THE FOLLOWING FIGURES:
- COMPOST BLANKET: FIGURE 9040.101
- FILTER BERM AND FILTER SOCK: FIGURE 9040.102
- WATTLE FIGURE 9040.105
- SILT FENCE: FIGURE 9040.119 AND IDOT EC-201
- STABILIZED CONSTRUCTION ENTRANCE: FIGURE 9040.120
- INTAKE PROTECTION: IDOT STANDARD ROAD PLAN EC-204

3.) PRE-CONSTRUCTION STAGE SWPPP MANAGEMENT CONTROLS SHALL REMAIN THROUGH PROJECT COMPLETION.

4.) IN THE EVENT OF AN INFILTRATION BASIN ON SITE, THE BASIN SHALL NOT BE USED FOR SEDIMENTATION PURPOSES DURING CONSTRUCTION.

5.) REFER TO GRADING PLAN FOR PERMANENT DRAINAGE FEATURES ON SITE.

6.) ALL SLOPES 4:1 AND STEEPER ARE REQUIRED TO USE SEED MATTING OR OTHER APPROVED METHODS (REFER TO SUDAS SECTION 9040 FOR THE APPROPRIATE APPLICATION).

7.) EMPLOYEE PARKING AND CONSTRUCTION STAGING AREAS SHALL BE STABILIZED DURING CONSTRUCTION (ROCK OR OTHER OWNER APPROVED METHOD).

8.) SITE STABILIZATION: DISTURBED AREAS THAT HAVE CEASED TEMPORARILY OR PERMANENTLY (WHERE WORK WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS) SHALL BE STABILIZED IMMEDIATELY. ONCE WORK IS COMPLETED THE AREA SHALL RECEIVE FINAL STABILIZATION.

9.) CONCRETE WASHOUT AND OTHER NON-STORM RELATED WASTE WATER SHALL BE COLLECTED AND DISPOSED OF PROPERLY.

10.) CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EXCESS MATERIALS FROM THE SITE AND DISPOSING OF THEM IN AN APPROVED MANNER AT THEIR EXPENSE.

CONSTRUCTION SEQUENCE:

1.) INSTALL STABILIZED CONSTRUCTION ENTRANCE.

2.) INSTALL SILT FENCE AND EXISTING INTAKE PROTECTION.

3.) INITIAL SITE CLEARING, GRUBBING, AND DEMOLITION.

4.) STRIP AND STOCKPILE TOPSOIL.

5.) ROUGH GRADE SITE.

6.) INSTALL UNDERGROUND UTILITIES.

7.) PLACE INTAKE PROTECTION ON ALL NEW STRUCTURES.

8.) INSTALL FRANCHISE UTILITIES (GAS, ELECTRIC, TELEPHONE, CABLE TV, ETC.)

9.) FINAL GRADE SITE.

10.) INSTALL PAVEMENT, CURB, AND OTHER HARDSCAPES.

11.) STABILIZE DITCHES, SWALES, COMMON AREAS, AND SLOPES.

12.) ESTABLISH PERMANENT VEGETATION IN ALL DISTURBED AREAS.

13.) REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES.

14.) CLEAN OUT STORM SEWER SYSTEM AND STORM-WATER MANAGEMENT AREAS UPON COMPLETION OF CONSTRUCTION.

LEGEND

Existing	Proposed	
		BOUNDARY LINE
		EASEMENT LINE
		PROPERTY LINE
		SECTION/R.O.W. LINE
		SETBACK LINE
000	000	CONTOUR LINE
E	E	ELECTRIC LINE
X	X	FENCE LINE
FO	FO	FIBER LINE
G	G	GAS LINE
OHU	OHU	OVERHEAD UTILITY LINE
X-SAN	X-SAN	SANITARY SEWER LINE
		SILT FENCE LINE
X-ST	X-ST	STORM SEWER LINE
T	T	TELEPHONE LINE
TV	TV	TELEVISION LINE
X-W	X-W	WATER LINE
		PROPERTY CORNER
		BENCH MARK
		CONIFEROUS TREE
		DECIDUOUS TREE
		GAS MANHOLE
		GAS VALVE
		SANITARY MANHOLE
		SIGN
		STORM INTAKE
		STORM MANHOLE
		TELEPHONE PEDESTAL
		UTILITY POLE
		WATER HYDRANT
		WATER SHUT OFF
		WATER VALVE

HATCH LEGEND

- PCC PAVEMENT
- PCC FIRE LANE
- 4" PCC SIDEWALK
- EXISTING PCC PARKING LOT
- SEED AND MULCH (OR CITY APPROVED EQUAL)
- INLET PROTECTION
- SILT FENCE
- COMPOST BLANKET

NORTH

0 20' 40'

IOWA ONE CALL
800 / 292-8989
TOLL FREE
CALL - BEFORE - YOU - DIG

228097

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

SKS COMMUNICATIONS
3100 BLOCK TITAN TRAIL
WATERLOO, BLACK HAWK COUNTY, IOWA

STORM WATER POLLUTION PREVENTION PLAN

6 OF 6

Scale
1"=10'

Drawn
SJC

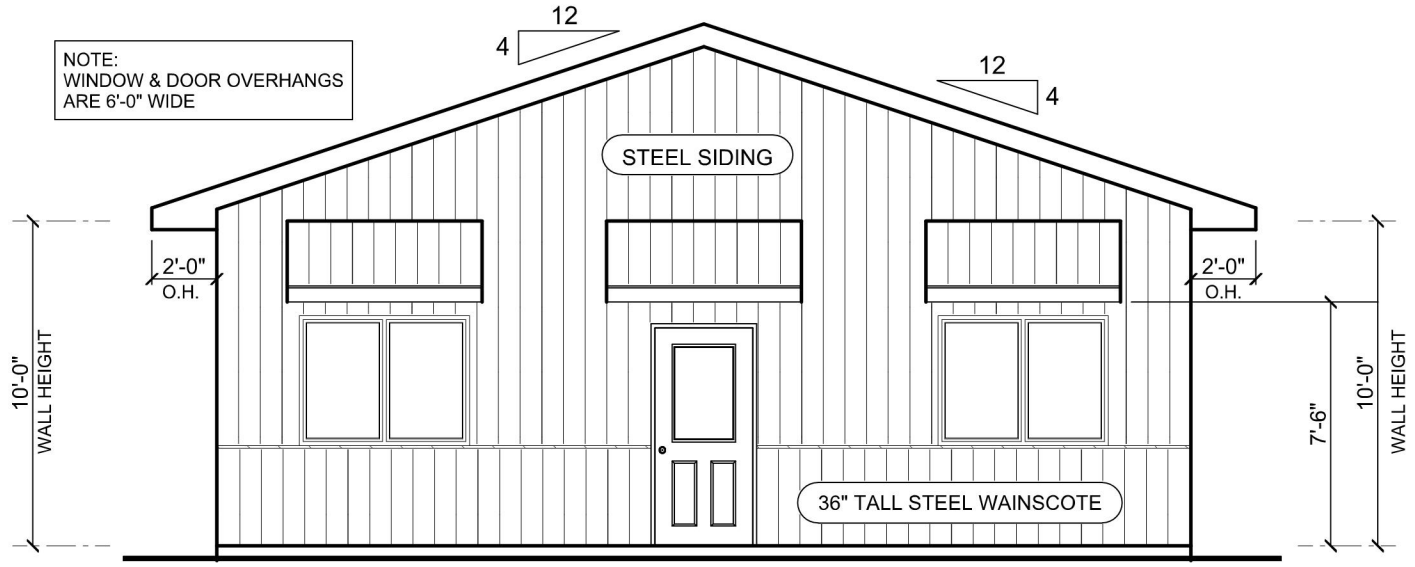
Reviewed
DMA

Date
2022.09.14

Revisions

228097

NOTE:
WINDOW & DOOR OVERHANGS
ARE 6'-0" WIDE



RIGHT ELEVATION

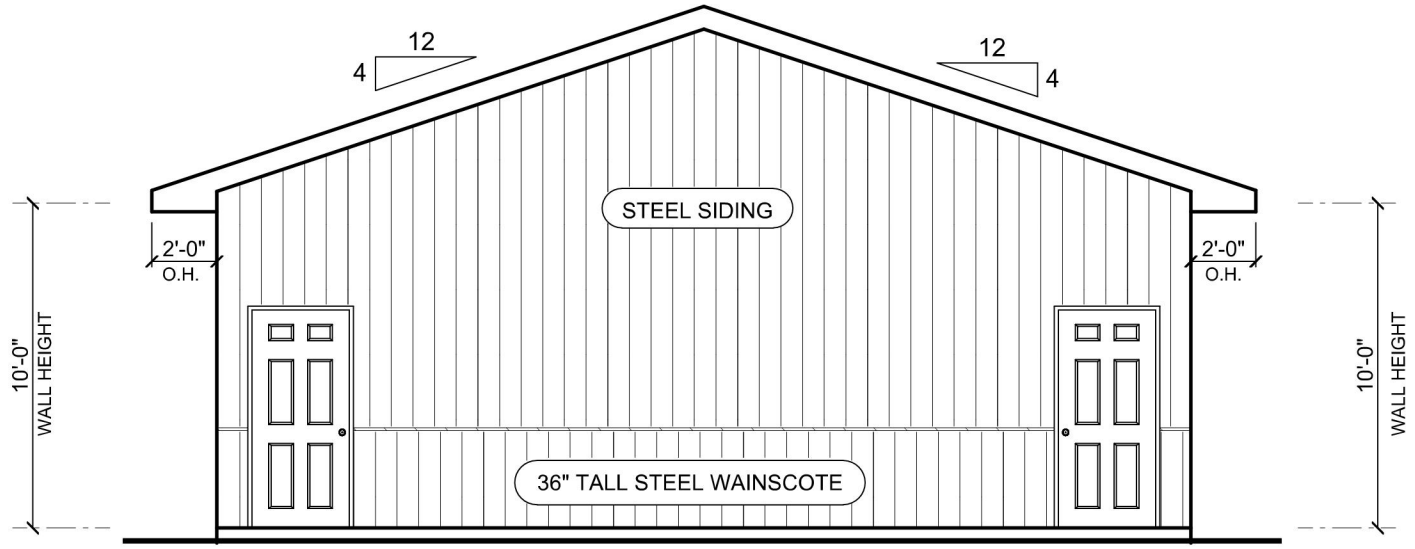
4-4-22

KRYSTAL SCHMITZ POLE BUILDING

SPAHN & ROSE JESUP, IA

KRYSTAL SCHMITZ
krystal517@hotmail.com

THESE PLANS ARE BEING FURNISHED BY SPAHN & ROSE LUMBER COMPANY BY DRAFTSMEN WHO ARE NOT LICENSED ARCHITECTS OR ENGINEERS. CONSTRUCTION FROM THESE PLANS SHOULD NOT BE UNDERTAKEN WITHOUT THE ASSISTANCE OF A CONSTRUCTION PROFESSIONAL. SPAHN & ROSE LUMBER CO. ASSUMES NO RESPONSIBILITY FOR STRUCTURAL OR DIMENSIONAL ERRORS OR OMISSIONS. THE GENERAL CONTRACTOR AND/OR OWNER SHALL ASSUME FULL LIABILITY FOR ACTUAL FIELD DIMENSIONS, DETAILS, CONSTRUCTION TECHNIQUES, AND STRUCTURAL REQUIREMENTS CONFORMING TO ALL STATE AND LOCAL CODES AND ORDINANCES. SPAHN & ROSE LUMBER CO. ACCEPTS NO RESPONSIBILITY FOR STRUCTURAL INTEGRITY WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER AND/OR CONSTRUCTOR. CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED. USERS OF THESE PLANS UNDERSTAND AND AGREE THAT NO WARRANTIES HAVE BEEN PROVIDED, EXPRESS NOR IMPLIED AND SPAHN & ROSE LUMBER CO. DECLINES ANY AND ALL CLAIMS FOR FAULTY WORKMANSHIP.



LEFT ELEVATION

4-4-22

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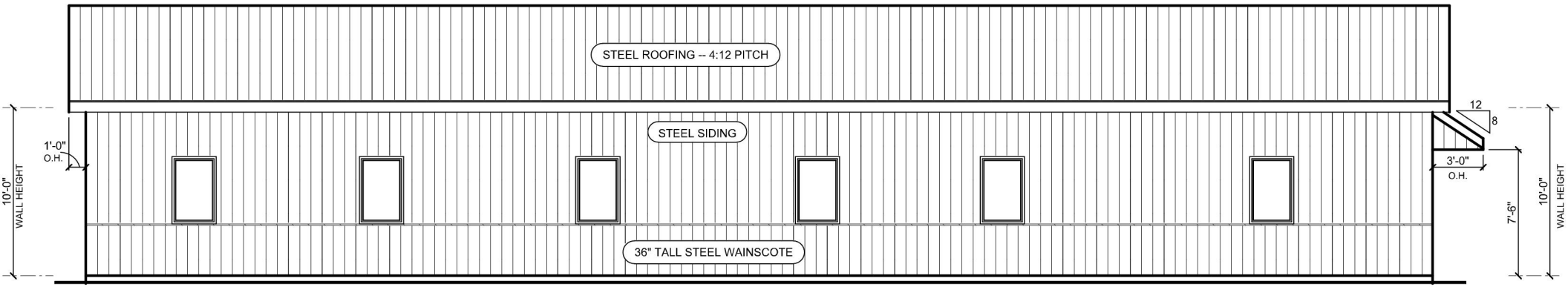

FRONT ELEVATION

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4-4-22

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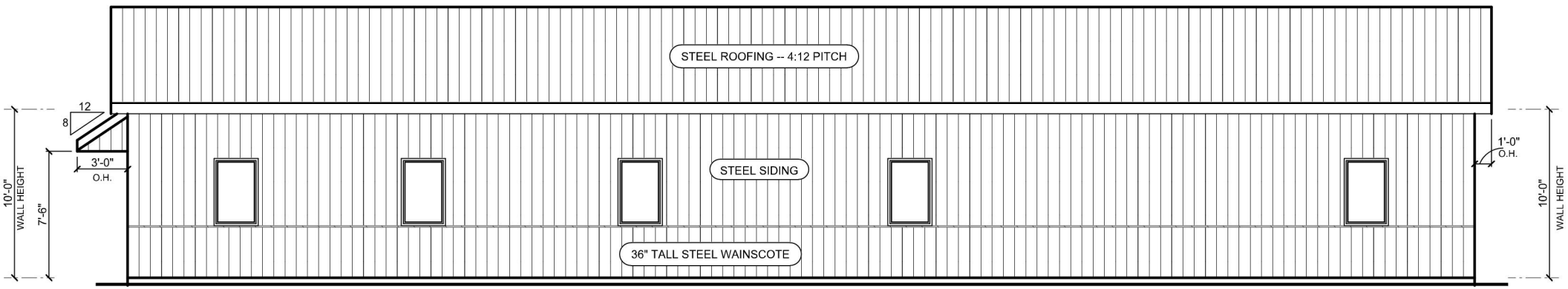

REAR ELEVATION

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4-4-22

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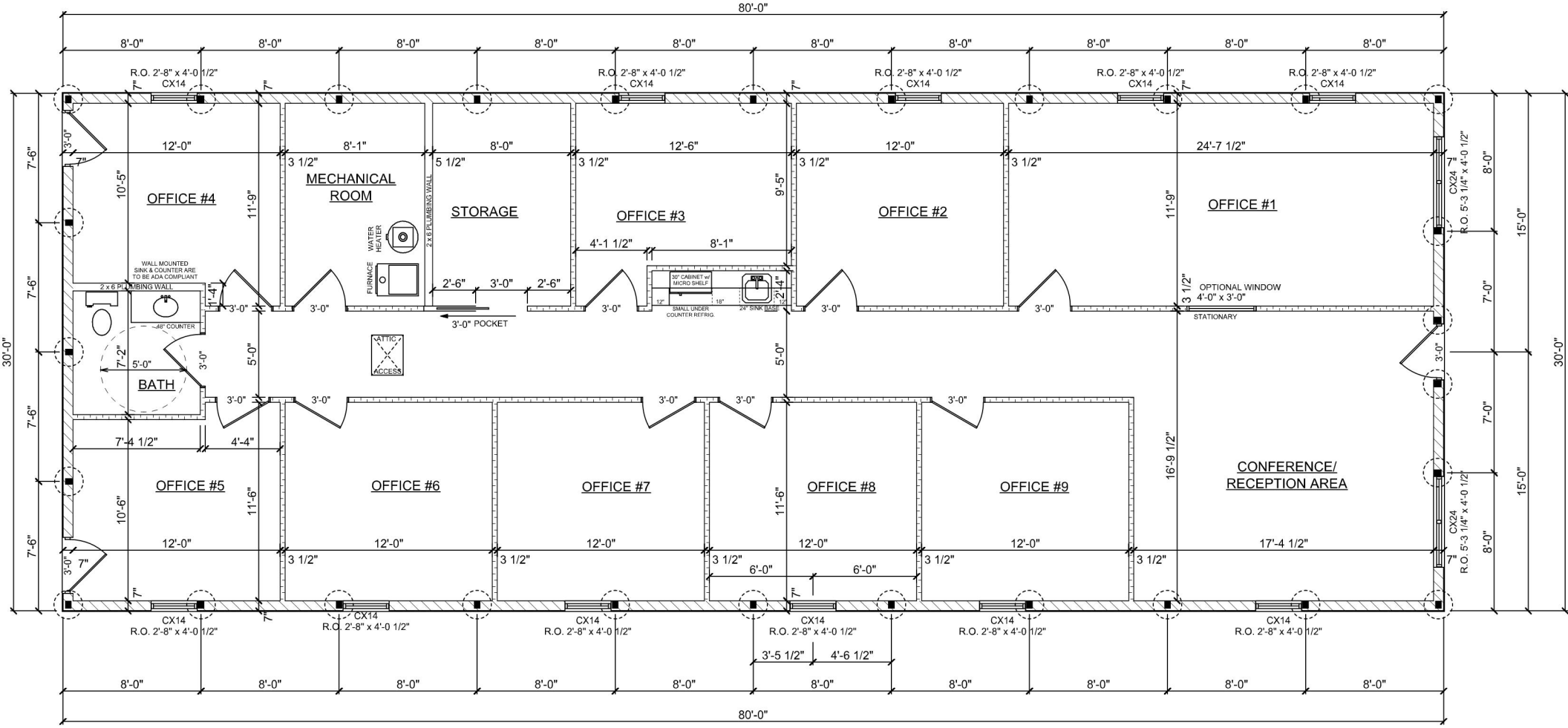

POLE LAYOUT

KRYSTAL SCHMITZ POLE BUILDING

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KRYSTAL SCHMITZ
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4-4-22

VERIFY LOCATION & END USE OF BUILDING FOR PROPER DESIGN OF BUILDING COMPONETS: CONSTRUCTION TECHNIQUES, AND STRUCTURAL REQUIREMENTS CONFORMING TO ALL STATE & LOCAL CODES & ORDINANCES SHOULD BE VERIFIED BY A LICENSED ENGINEER OR ARCHITECT

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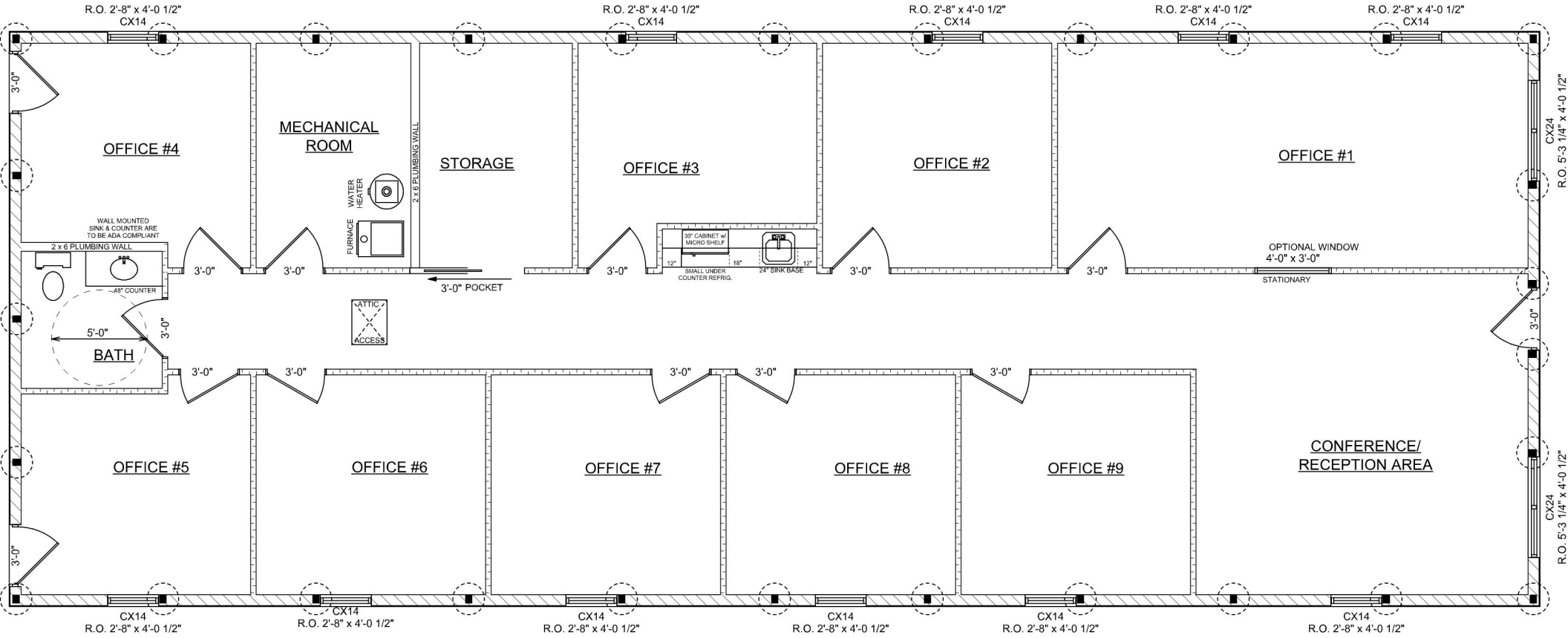

POLE LAYOUT

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CITY OF WATERLOO

Council Communication

Resolution approving the installation of two (2) 25 MPH speed humps in the 300 block and 700 block of Bishop Avenue.

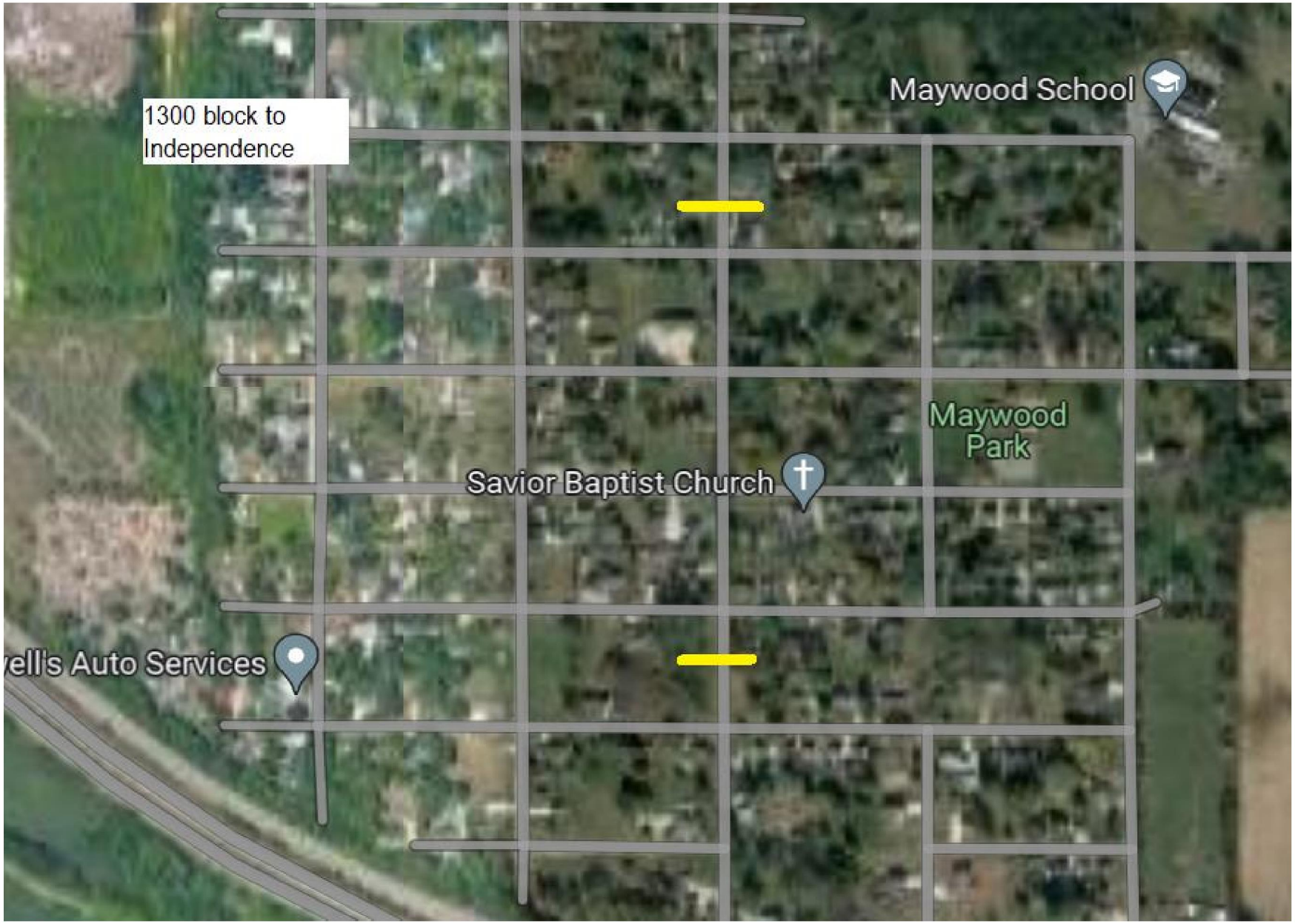
City Council Meeting: 10/17/2022
Prepared: 10/4/2022

ATTACHMENTS:

Description	Type
speed hump locations	Backup Material

SUBJECT:	Resolution approving the installation of two (2) 25 MPH speed humps in the 300 block and 700 block of Bishop Avenue.
Submitted by:	Submitted By: Sandie Greco, Traffic Operations Director
Recommended Action:	Approve Resolution
Summary Statement:	A request was received from residents along Bishop Avenue. As a result of the speed study along Bishop Ave. from Osage Rd. to Independence Ave. - the 85th percentile in the 400 block north bound was 32 MPH and in the 1000 block was 33 MPH. Therefore meets the guidelines of the speed hump policy. Speed humps will be installed by the Street Department.
Neighborhood Impact:	Traffic Operations conducted the study with the recommendation to install two (2) speed humps for safety concerns.

Expenditure Required/Source of Funds: $800.00 - Road Use Tax Funds


1300 block to
Independence
Maywood School
Maywood
Park
Savior Baptist Church
ell's Auto Services

CITY OF WATERLOO

Council Communication

Resolution approving preliminary specifications, bid documents, etc., setting date of bid opening as November 3, 2022 and date of public hearing as November 7, 2022, in conjunction with the purchase of two (2) John Deere 1580 Terrain Cut Out-front Mowers, and instruct the City Clerk to publish notice.

City Council Meeting: 10/17/2022
Prepared: 10/5/2022

ATTACHMENTS:

Description	Type
Bid Documents	Backup Material

SUBJECT:	Resolution approving preliminary specifications, bid documents, etc., setting date of bid opening as November 3, 2022 and date of public hearing as November 7, 2022, in conjunction with the purchase of two (2) John Deere 1580 Terrain Cut Out-front Mowers, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: JB Bolger, Assistant Park Superintendent
Recommended Action:	Approve the plans, specifications, etc. and taking of bids, and set the date of bid opening as November 3, 2022 and the public hearing as November 7, 2022.
Summary Statement:	This transaction will replace high-hour 2006 and 2010 model year units of the same make and model. These units are the workhorses of our mowing operation. They are used both for growing season mowing and winter snow removal. Estimated cost after trade values are applied $102,000.
Expenditure Required/Source of Funds:	Funding is CIP Bond Funds from Parks and Downtown Off Road Maintenance Accounts.

CITY OF WATERLOO
LEISURE SERVICES
1101 CAMPBELL AVE
WATERLOO IA 50701

GENERAL INSTRUCTIONS, REQUIREMENTS AND SPECIFICATIONS

TWO (2) NEW JOHN DEERE 1580 TERRAINCUT COMMERCIAL FRONT MOWERS & ATTACHMENETS

BID REQUEST

Bid documents for Two (2) New John Deere 1580 TerrainCut Commercial Front Mowers & Attachments

INSTRUCTIONS TO BIDDERS

BID DEADLINE DATE: 1:00pm Thursday November 3, 2022.

The City of Waterloo, Iowa, is seeking competitive bids on the purchase of two (2) John Deere 1580 TerrainCut Commercial Front Mowers as described in the enclosed specifications.

All bids are to be submitted to the City Hall Clerk's Office located at 715 Mulberry Street, Waterloo, Iowa, 50703, in a sealed envelope. When submitting bid, please note on the lower, left-hand corner of envelope:

- **JOHN DEERE 1580 TerrainCut Mowers**

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

All bid prices are recognized by the City and the Bidder to be valid irrevocably for a minimum of sixty (60) days from the calendar date of the Bid Opening.

Standard procedure dictates that the City of Waterloo will accept the lowest responsive, responsible bid. However, the Bidder understands that the City reserves the right to reject any bid that is either considered not to be responsive or not most advantageous to the City. The City will normally award the purchase contract to the responsible Bidder who meets or exceeds the minimum specifications provided.

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

If applicable, the Bidder guarantees that Title conveyed for the goods shall be delivered free from security interest or other lien or encumbrance.

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

INSTRUCTIONS TO BIDDERS
PAGE TWO

Certain units may have special warranty provisions, maintenance provisions, or buy-back guarantees. These will be listed in the individual specifications. The Bidder is cautioned to review these carefully and complete the bid proposal accordingly.

Specific questions may be addressed to: JB Bolger Assistant Park Superintendent, Waterloo Leisure Services, 1101 Campbell Avenue, Waterloo, Iowa 50701,
(319) 291-4370.

The Bidder must have and maintain inventory of repair parts as well as have experienced service personnel for this equipment. The Bidder shall certify by the act of signing and submitting his/her bid that all items and service delivered hereunder shall comply with the Federal Occupation Safety and Health Act of 1960 as amended and applicable.

BID DEADLINE: Bids will be received until 1:00pm, local time on Thursday November 3, 2022 in the City Clerk's Office at City Hall. Bids will be opened 1:00pm on Thursday November 3, 2022 in the first floor conference room at City Hall.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND/OR ALL BIDS.

SPECIFICATIONS

TWO (2) NEW JOHN DEERE TERRAINCUT OUTFRONT MOWERS WITH ATTACHMENTS

The undersigned hereby proposes to furnish the following equipment f.o.b. Waterloo, IA, ready for immediate use with all necessary parts and accessories needed for its operation as specified below. Dealer must list any deviation from specifications given.

NEW JOHN DEERE 1580 TerrainCut Mowers with Attachments

Required Items:

JOHN DEERE SPECS:

CODE:	**DESCRIPTION:**
TWO OF EACH:	
2457TC	TerrainCut Commercial Front Mower (Less mower deck)
001A	United States and Canada
2012	Air Ride Suspension Seat with Armrests
AR87167	Engine Coolant Heater (110V)
TCB10303	Rear Weight Mounting Kit
BTC10530	Single Spool Auxiliary Hydraulic Kit
034NTC	72” 7-Iron Pro Commercial Side Discharge Mower Deck

TWO YEAR COMPREHENSIVE WARRANTY
PAPER COPY PARTS, TECH, and OPERATORS MANUALS
OPERATIONAL/ SAFETY DVD

ONLY ONE OF THE FOLLOWING (ONE UNIT WILL NOT COME WITH SNOW REMOVAL EQUIPMENT):

CODE:	**DESCRIPTION:**
0390TC	60” Heavy-Duty Hydraulic Angling Front Blade
1001	Lift Arms and Hardware
0381TC	60” Heavy-Duty Two-Stage Snow Blower
1000	Lift Arms, Drive Shaft and Hardware

TEKTITE SNOW CAB (INSTALLED ON THE MACHINE at DELIVERY)

- JD1580-001
- Custom Deere Paint JD1580-002
- Dual Rear Worklights JD1580-005
- Exterior Mirrors JD1580-016
- LED Head Lights w/Tail Lights JD1580-010
- Quick Disconnect Heater Kit A00-0142
- Rotating Amber Beacon Low Profile JD1580-013

- Defrost Fan Kit JD1580-019
- Front Wiper Washer JD1580-021
- Heater Model (1570/1580) JD1580-017
- Interior Mirror JD1580-015
- Jensen AM/FM Radio JD1580-030
- Rear Radial Wiper JD1580-022

OPTIONAL TRADE UNITS

Downtown Unit:
2010 John Deere 1565
Serial # TC1565D090267
Hours: 3,000
Available for viewing at Downtown Area Maintenance Shop- West 5th & Jefferson Streets
Includes:

- 6’ side discharge mower deck
- JoDale Perry Boxer Cab
- 60” John Deere Heavy Duty Articulating Snow Blade
- 60” John Deere Heavy Duty Snow Blower

Parks Unit:
2006 John Deere 1565
Serial # TC1565D060049
Approximately 3,863 hours --- New Hour Meter installed at 3,412 Hours. 451.2 showing on the meter currently
Includes 6’ side discharge mower deck

Available for viewing at Leisure Services Main Campus- 1101 Campbell Ave

CITY OF WATERLOO
BID FORM

Two (2) NEW JOHN DEERE 1580 TERRAINCUT OUTFRONT MOWERS

Our bid for two (2) new John Deere 1580 TerrainCut Outfront Mowers meeting the specifications as previously stated in these bid documents, delivered F.O.B. to Leisure Services, 1101 Campbell Avenue, Waterloo, Iowa, ready for use by the City of Waterloo:

_____ $_____

Optional Trade Value on John Deere 1580 (DOWNTOWN w/snow removal equipment)

_____ $_____

Optional Trade Value on John Deere 1580 (PARKS w/mower deck only)

_____ $_____

If awarded the contract, we agree to deliver the above listed equipment to the City of Waterloo by November 8, 2023. Failure to deliver to the City of Waterloo on or before the designated date shall result in a penalty at a daily rate of $50.00 per working day until delivery is made.

We understand that this quotation will be reviewed by the Leisure Services Assistant Park Superintendent and the Waterloo City Council for the purpose of securing the equipment at the most favorable cost. Life Cycle Analysis will be used when appropriate. Factors such as service location and availability, warranty, maintenance records and vendor's past performance records will be considered where applicable.

Bidder_____
Company Name

_____
Address

_____
City State Zip Code

Contact Person_____

Signature _____ Date_____

Phone _____ Fax _____

CITY OF WATERLOO

Council Communication

Motion approving recommendation of appointment of Pam Mast from the civil service list, to the position of Intake-Project Specialist, effective October 18, 2022.

City Council Meeting: 10/17/2022
Prepared: 9/28/2022

ATTACHMENTS:

Description	Type
Personnel questions	Backup Material
PRF- Intake	Backup Material
Intake job description	Backup Material

SUBJECT:	Motion approving recommendation of appointment of Pam Mast from the civil service list, to the position of Intake-Project Specialist, effective October 18, 2022.
Submitted by:	Submitted By: Rudy D. Jones, Community Development Director
Recommended Action:	request approval
Expenditure Required/Source of Funds:	Starting wage $21.00 an hour with a benefit package; after six months this wage will increase to $21.50 per hour Funds will come from CDBG and Lead Hazard Control Grant

PERSONNEL REQUISITION
Intake/Project Specialist

The following questions are provided as guidelines to assist you in developing your rational for the position of Intake/Project Specialist in the Community Development 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?

1. Types forms, reports and routine correspondence required as part of application process for Community Development assistance; sends variety of letters and notices to applicants requesting assistance; keeps applicant files up-to-date.

2. Performs initial data entry on applicants, updates and maintains electronic and paper applicant files including making appropriate entries into the applicant database or other databases.

3. Maintains weekly application system to keep track of due dates for documentation from applicants and keeps "One Roof" software database up-to-date.

4. Assists applicants with paperwork, explains process and answers questions.

5. Participates in training and team meetings, staff meetings, staff training and participates in development of positive team relationships.

6. Assists in answering incoming department telephone and provides information based on knowledge of department policies, regulations and procedures or directs questions to proper staff person.

7. Compiles data, prepares reports, performs data entry and completes forms on personal computer using the applicable software including Microsoft Word and Excel and One Roof; operates calculator and other office equipment.

8. Assists in collection and analysis of a variety of data related to Community Development Programs.

9. Compiles data, updates files and assists with monitoring projects for regulation compliance as directed.

of a 3 million dollar Lead Grant. This position will also be utilized to assist in the development of additional funding sources.

(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? Not Applicable

(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. Our funding sources change on a regular basis. Intake is needed for all funding sources and the project portion of the position is based upon current funding and the types of projects that will be done with the funding. In the past 3 years we have increased our funding by 3 million dollars.

(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. Not filling the position would adversely affect our ability to draw down federal funds to provide the much needed services in the community. This is a non-negotiable position and must be filled. Worst case scenario, not only loss of Federal funds but penalty for lack of compliance.

(10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation? The rehab staff and admin staff will cover the duties for short periods.

(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, this position require specialized training and HUD approved access to their systems

(12) How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you? All of our positions are key in performing our objectives. Especially in helping determine project and program eligibility before funds can be utilized.

(13) How does this position impact the Goals and Objectives for the City adopted by the City Council? Without this position being filled, we will not be able to access federal funds to perform programs and provide services as stated in the goals and objectives.

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

PERSONNEL REQUISITION FORM

Check as applicable: X 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: Intake-Project Specialist _____ Department: Community Development _____

Reports To: Rudy. D. Jones, Director _____ Work Location: 620 Mulberry Street _____

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

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

Recommended Recruitment Sources:
☐ Internal Posting Only
☐ Internal Posting and External Advertising

****

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

☐ New Position or ☒ Replacement Position for: Mindy Smith-Intake/ Project Specialist _____
(Specify name and title of former incumbent)

Date incumbent terminated employment: 5-25-22 Date of final payout: _____

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

Justification of need for position: Resignation

What are the likely consequences if the position is not filled? Mandatory due to lead grant funding

---

APPROVALS

Annual salary requirements: $43,680-$47,840 Hourly Rate: $21.00-23.00 hourly Benefits: yes
(Payroll taxes, pension, health ins.- assuming family)

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

Approved subject to the following conditions: _____

Rudy R. Jones

Submitting Department Head Date

Mayor Date

Chief Financial Officer Date

City Clerk/Human Resources Director Date

Human Resources Committee Chairperson Date

Created 8/7/2014

Submit resume by going to www.cityofwaterlooiowa.com clicking on Job Vacancies, reviewing the Intake/Project Specialist 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 5pm on Friday, July 22, 2022.

CIVIL SERVICE NOTICE
CITY OF WATERLOO, IOWA
OPEN EXAMINATION

INTAKE/PROJECT SPECIALIST

DEPARTMENT	:	**COMMUNITY PLANNING & DEVELOPMENT**
SALARY	:	**$21.00 – $23.00 /hour**
FLSA	:	**NON-EXEMPT**
CIVIL SERVICE	:	**INCLUDED**
BARGAINING UNIT	:	**NON-BARGAINING**

GENERAL STATEMENT OF DUTIES

Performs complex office/clerical and project specific duties for Community Development. The work is performed under the general direction of the Community Development Director or designee, but considerable leeway is granted for the exercise of independent judgment and initiative. No supervisory responsibilities.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

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

1. Types forms, reports and routine correspondence required as part of application process for Community Development assistance; sends variety of letters and notices to applicants requesting assistance; keeps applicant files up-to-date.

2. Performs initial data entry on applicants, updates and maintains electronic and paper applicant files including making appropriate entries into the applicant database or other databases.

3. Maintains weekly application system to keep track of due dates for documentation from applicants and keeps "One Roof" software database up-to-date.

4. Assists applicants with paperwork, explains process and answers questions.

5. Participates in training and team meetings, staff meetings, staff training and participates in development of positive team relationships.

6. Assists in answering incoming department telephone and provides information based on knowledge of department policies, regulations and procedures or directs questions to proper staff person.

7. Compiles data, prepares reports, performs data entry and completes forms on personal computer using the applicable software including Microsoft Word and Excel and One Roof; operates calculator and other office equipment.

8. Assists in collection and analysis of a variety of data related to Community Development programs.

9. Compiles data, updates files and assists with monitoring projects for regulation compliance as directed.

10. Conducts research, interprets and applies technical information related to a variety of

Community Development programs and projects and relays this information to staff in a clear and understandable format.

11. Prepares and presents written and verbal reports and communications, and prepares and maintains project logs including work assignments, inspection activities and grants as requested by the Community Development Director.

12. Participates in strategy and planning related to Community Development programs and activities.

13. Works independently and with others with minimum supervision.

14. Attends work regularly at the designated place and time.

15. Performs all work duties and activities in accordance with City policies, procedures and City, OSHA and Community, Planning & Development safety rules and regulations.

16. Performs all other related duties as assigned.

REQUIRED KNOWLEDGE & ABILITIES

1. Ability to present materials and information in good report form, complete forms and perform required record keeping.

2. Skilled in use of personal computer and knowledge of related software applications including Microsoft Word, Excel and Outlook with ability to enter and retrieve information on a computer, develop computer-generated reports and update records.

3. Ability to read, interpret and follow Federal regulations regarding government-subsidized programs.

4. Ability to work independently with minimum supervision.

5. Ability to work with frequent deadlines with attention to detail and complete tasks and documentation in a timely manner.

6. Ability to think logically in following instructions and procedures; ability to keep files and reports organized and up-to-date.

7. Ability to communicate effectively orally and in writing, present facts and findings, give directions to and respond to questions from the public, coworkers and clients tactfully and in a clear, concise and easily understandable manner.

8. Ability to maintain effective working relationships with other City employees, supervisors, clients and the public.

9. Ability to keep accurate and thorough records.

10. Ability to function with independent judgment and skills to plan, organize and implement the goals and objectives of the Community Development Department.

11. Ability to work with people from a broad variety of social, economic, racial, ethnic, cultural and educational backgrounds.

ACCEPTABLE EXPERIENCE & TRAINING

1. Associate's Degree in accounting or other business related field with minimum of three years experience as an accounting clerk or bookkeeper.

OR

Any equivalent combination of experience and training that provides the knowledge, skills and abilities necessary to perform the essential functions of the position.

2. Skilled in use of personal computer and other office equipment with knowledge of Microsoft Word and Excel.

3. Strong written and oral communication skills.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient speech and hearing that permits the employee to respond to questions from clients, coworkers and government agency representatives in person or on the telephone.
2. Sufficient personal mobility that permits the employee to safely move about a multi-level

office and access reports, records and files and travel to needed training or work sites.

3. Sufficient vision that permits the employee to operate a personal computer, review documents, records, files, government rules, regulations and perform other administrative responsibilities.

MISCELLANEOUS

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

2. Following a conditional offer of employment, the City of Waterloo reserves the right to require 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.

3. Must submit to and pass Civil Service examination procedures including an oral interview.

WORK SCHEDULE

Generally 8:00 a.m. to 5:00 p.m. Monday through Friday with a one hour unpaid lunch. Very limited overtime.

EXAMINATION INFORMATION

Qualified applicants who apply by the deadline date will be required to appear before an oral examination panel consisting of a minimum of three people who have expertise in the areas being tested. An individual must receive a minimum average score of sixty points out of one hundred to achieve a passing score on the oral examination. The top applicants, as ranked by their scores on the oral examination will be the individuals placed on the certified list. Applicants who qualify as outlined and are full time regular employees of the City of Waterloo shall have one additional point per full year of employment up to a maximum of five points added to their final score. Honorably discharged men and women from the military or naval forces of the United States who qualify per provisions of Chapter 35 of the Code of Iowa and who are citizens and residents of the United States shall have five additional points added to their final score upon submission of their DD214 or ten points added if they were awarded a Purple Heart or have a service connected disability.

ORAL EXAMINATION DATE

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

A.A./E.E.O.
Minority, female & disabled individuals are encouraged to apply.

CITY OF WATERLOO

Council Communication

Motion approving the recommendation of appointment of Stephanie Shavers from the civil service list to the position of Neighborhood Services Coordinator, effective November 1, 2022.

City Council Meeting: 10/17/2022
Prepared: 9/28/2022

ATTACHMENTS:

Description	Type
Personnel Req questions	Backup Material
Neighborhood Services Job Description	Backup Material
Personnel Req Form	Backup Material

SUBJECT:	Motion approving the recommendation of appointment of Stephanie Shavers from the civil service list to the position of Neighborhood Services Coordinator, effective November 1, 2022.
Submitted by:	Submitted By: Rudy D. Jones, Community Development Director
Recommended Action:	request approval
Expenditure Required/Source of Funds:	Starting wage will be $23.00 per hour with a benefit package to start December 1, 2022 and after 6 months the wage will increase to $23.50 per hour. CDBG funds

PERSONNEL REQUISITION
{Neighborhood Services Coordinator}

The following questions are provided as guidelines to assist you in developing your rational for the position of *Neighborhood Services Coordinator* in the *Community Development* 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? To serve as the main link between Recognized Neighborhood Associations, nonprofit agencies and the like and city departments in facilitating communication and access to technical support for projects, activities and community events that are beneficial to healthy growth.

(2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not? No, because other staff members are carrying full loads and this is somewhat of a specialized position.

(3) How is the work of this position being accomplished now? Staff is administering essential duties like printing flyers and scheduling the use of the neighborhood services trailer but the staff is already taking on extra duties

(4) Are the filled positions in your department currently being utilized to their maximum potential? Yes and beyond capacity. Currently we have 2 vacancies.

(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 the position on a long term basis would allow us to assist with major neighborhood initiatives, such as National Night Out, neighborhood clean ups, technical assistance and overall communication regarding of city services offered to its citizens.

(6) What cost savings or revenues, if any, would your department or the City realize if this position is filled? There would be none of either.

(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? No overtime will be incurred.

(8) How has the work load or demands of your department changed in comparison to your staffing levels over the past three fiscal years? Provide statistics if possible. This position is unlike others in that it is a division and staff of one that has technical support from the community development department. But due the absence of the coordinator, the CD director and secretary (both who are performing Contract Compliance duties as well) were picking up some of the duties.

(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. Not filling the position adds to the already extended burden of existing staff and will push performance of the involvement of our residents engaged in community embetterment back. I can't put a dollar figure on what costs will incur, but know that there will be intangible opportunities missed due to not having the leadership and guidance of the Coordinator to spearhead dialogue and events.

(10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation? It will not be covered, unless done so by Community Development staff.

(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? Not to my knowledge, but I wouldn't consider doing it.

(12) How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you? The position is critical in maintaining and expanding the city's role in providing a liaison with the community; primarily the neighborhood associations and non-profits. Our other positions and services are concentrated on mostly individual household needs, verses this position that focuses on and gives attention to larger and more comprehensive initiatives and geographical areas.

(13) How does this position impact the Goals and Objectives for the City adopted by the City Council? The position is instrumental in supporting Goal # 2 of assisting the Community Policing strategy by providing a liaison with the neighborhoods that play a vital role in partnering with public safety officials working towards maintaining safe communities and environments and Goal # 4 by working at continual enhancing of our community image by providing a point person to facilitate events and activities that reflect the

best that the community has to offer, while addressing any deficiencies that may exist.

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

Submit resume by going to www.cityofwaterlooiowa.com, clicking on Job Opportunities, reviewing the Neighborhood Services Coordinator 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 5pm Friday, July 15th, 2022.

CIVIL SERVICE NOTICE
CITY OF WATERLOO, IOWA
OPEN EXAMINATION

NEIGHBORHOOD SERVICES COORDINATOR

DEPARTMENT	:	**COMMUNITY PLANNING & DEVELOPMENT**
SALARY	:	**$47,840 - $49,920**
FLSA	:	**EXEMPT**
CIVIL SERVICE	:	**INCLUDED**
BARGAINING UNIT	:	**NON-BARGAINING**

GENERAL STATEMENT OF DUTIES

Professional position responsible for a wide range of responsibilities related to the development, delivery, coordination and review of services to City of Waterloo neighborhoods and neighborhood associations. The work is performed under the general direction of the Community Development Director and Mayor but considerable leeway is granted for independent judgement and initiative. No direct supervisory responsibilities.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

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

1. Develops and chairs a Neighborhood Services Advisory Board comprised of representatives from organized neighborhoods, City departments, community organizations and State and County agencies that functions as an informal oversight committee to assist in the coordination of a Citywide campaign for the development of neighborhood associations and as a clearinghouse for ideas and information relevant to the development and growth of neighborhood associations.

2. Acts as the City's liaison with the various formally organized associations by maintaining contact with them and increasing public awareness of neighborhood efforts through focused public relations and marketing campaigns; works to promote neighborhood events and neighborhood solutions to problems.

   Assists the organized neighborhood associations in the development of comprehensive Neighborhood Action Plans establishing short-term and long-term goals and assists in mediation of disputes between the associations.

3. Actively solicits areas of the City that don't have a formal neighborhood association; organizes and assists new neighborhood associations in developing bylaws and works with them to enhance and maintain participation by volunteers and citizens living within the association's boundaries.

4. Act as ombudsman to receive and investigate disputes, concerns and problems within a specific neighborhood; convenes and coordinates when necessary "action teams" comprised of City and County staff and neighborhood and community representatives to ensure a quick and collaborative response to significant identified neighborhood problems.

5. Coordinates and, if necessary, conducts training sessions and informational meetings with the associations on various topics including conflict resolution, diversity and leadership training.

6. Develops and maintains a housing database on demolition, tagged properties and vacant properties.

7. Participates in Community Development Department training and team meetings, staff meetings and training and participates in development of positive team relationships.

8. Compiles data, prepares reports, performs data entry and completes forms on personal computer using the applicable software including Microsoft Word and Excel.

9. Works independently and with others with minimum supervision.

10. Attends work regularly at the designated place and time.

11. Performs all work duties and activities in accordance with City policies, procedures and City, OSHA and Community, Planning & Development safety rules and regulations.

12. Performs all other duties as assigned.

REQUIRED KNOWLEDGE & ABILITIES

1. Thorough knowledge of the principles and practices of planning, including basic techniques of statistics and design.

2. Knowledge of cartographic and drafting instruments and equipment.

3. Ability to conduct research and analyze complex financial and tax issues as they impact neighborhood association members.

4. Ability to speak to community groups and neighborhood associations on complex issues such as code enforcement, property taxes and financial issues.

5. Ability to read, interpret and follow Federal regulations regarding government-subsidized programs.

6. Ability to work independently with minimum supervision.

7. Ability to plan, assist and supervise the work of neighborhood association members and volunteers.

8. Ability to communicate orally and in writing, present facts and findings, give directions to and respond to questions from the public, coworkers and neighborhood association members tactfully and in a clear, concise and easily understandable manner.

9. Ability to present materials and information in good report form, complete forms and perform required record keeping.

10. Ability to maintain effective working relationships with other City employees, supervisors, public officials, neighborhood associations and the public.

11. Ability to function with independent judgment and skills to plan, organize and implement the goals and objectives of the Community Development Department.

12. Ability to work with people from a broad variety of social, economic, racial, ethnic, cultural and educational backgrounds.

ACCEPTABLE EXPERIENCE & TRAINING

1. Bachelor's Degree from an accredited college or university in business, public administration, urban planning or closely related field with a minimum two years experience in urban planning, public administration or closely related field.

OR

Any equivalent combination of education and experience that provides the knowledge, skills and abilities necessary to perform the essential functions of the position.

2. Prefer prior neighborhood planning experience.

3. Skilled in use of personal computer and knowledge of related software applications including Microsoft Word, Excel and Outlook with ability to enter and retrieve information on a computer, develop computer-generated reports and update records.

4. Strong written and oral communication skills with experience making presentations to large and small groups.

5. Iowa Driver's License and good driving record based on City of Waterloo driver performance criteria. A candidate with any of the following will not be considered for employment: loss of license for any reason during the period of candidacy for employment, if the candidate remains without a valid, current license for the position when the City issues an offer of employment; loss of license, plea of guilty, plea of no contest or its equivalent or conviction for OWI, reckless driving or other major moving violation include habitual violator within the previous five years; four or more citations for moving violations within the previous three-year period, excluding speeding violations of 10 mph or less over the posted speed limit; three or more citations for moving violations within the previous one-year period. After appointment to the position, disciplinary action or continuing

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

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient speech and hearing that permits the employee to respond to questions from association members, coworkers, local businesses, public officials and government agency representatives in person or on the telephone.

2. Sufficient personal mobility that permits the employee to operate a passenger vehicle, safely move about a multi-level office, access reports, records and files, attend neighborhood association meetings and functions and travel to training or work sites.

3. Sufficient vision that permits the employee to operate a personal computer, review documents, records, files, government rules, regulations and perform other administrative responsibilities.

MISCELLANEOUS

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

2. Following a conditional offer of employment, the City of Waterloo reserves the right to require 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.

3. Must submit to and pass Civil Service examination procedures including an oral interview.

WORK SCHEDULE

Generally 8:00 a.m. to 5:00 p.m. Monday through Friday with a one hour unpaid lunch. Must be available outside these hours, including evenings and weekends for meetings and neighborhood functions that require the attendance of the Neighborhood Services Coordinator

EXAMINATION INFORMATION

Qualified applicants who apply by the deadline date will be required to appear before an oral examination panel consisting of a minimum of three people who have expertise in the areas being tested. An individual must receive a minimum average score of sixty points out of one hundred to achieve a passing score on the oral examination. The top applicants, as ranked by their scores on the oral examination will be the individuals placed on the certified list. Applicants who qualify as outlined and are full time regular employees of the City of Waterloo shall have one additional point per full year of employment up to a maximum of five points added to their final score. Honorably discharged men and women from the military or naval forces of the United States who qualify per provisions of Chapter 35 of the Code of Iowa and who are citizens and residents of the United States shall have five additional points added to their final score upon submission of their DD214 or ten points added if they were awarded a Purple Heart or have a service connected disability.

ORAL EXAMINATION DATE

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

A.A./E.E.O.
Minority, female & disabled individuals are encouraged to apply.

PERSONNEL REQUISITION FORM

Check as applicable: [X] To start recruiting or civil service process and/or [X] 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: Neighborhood Services Coordinator Department: Community Development

Reports To: Director –Community Development Work Location: Carnegie Annex

Employment Status:
[X] Regular Full Time [ ] Temporary Full Time from _____ to _____
[ ] Regular Part Time [ ] Temporary Part Time from _____ to _____
[ ] Regular 7-Month [ ] Intern/Co-op Student from _____ to _____

Type of Position:
Civil Service Position: [ ] Yes [ ] No
Bargaining Position: [ ] Yes [ ] No
Bargaining Group: _____
Non-bargaining Position: x[ ] 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 [X] Replacement Position for: Felicia Smith Nalls
(Specify name and title of former incumbent)

If replacement, former incumbent: [X] Retired/Resigned/Terminated [ ] Transferred [ ] Promoted

Date incumbent terminated employment: 3/15/22 Date of final payout: 4/8/22

Anticipated start date: asap No. of hours/week: 40 Work schedule: 8:00- 5:00– some evenings.

Justification of need for position:
This position has been budgeted as a public service for Community Development- will be responsible for National Night Out and act as a liaison for Neighborhood Associations

What are the likely consequences if the position is not filled? Staff from Community Development will take over responsibility – current staff is already taking on additional responsibilities.

APPROVALS

Annual salary requirements: 47,840-49,920 Hourly Rate: 23.00-24.00 Benefits: yes
(Payroll taxes, pension, health ins.- assuming family)

Is position budgeted for this and future FYs? [X] Yes [ ] No If no, how will position be funded? _____

Approved subject to the following conditions: _____

Rudy D. Jones 5-11-22
Submitting Department Head Date

_____
Mayor Date

_____
Chief Financial Officer Date

_____
Human Resources Director Date

_____
Human Resources Committee Chairperson Date

Created 6/30/2017

CITY OF WATERLOO

Council Communication

Motion approving a fireworks display application of Mike Barrett, for the Waterloo Lights The Night Fireworks event on November 26, 2022, with the display occurring at 9:00 p.m. on the East Side Parking Ramp.

City Council Meeting: 10/17/2022
Prepared: 10/12/2022

SUBJECT:	Motion approving a fireworks display application of Mike Barrett, for the Waterloo Lights The Night Fireworks event on November 26, 2022, with the display occurring at 9:00 p.m. on the East Side Parking Ramp.
Submitted by:	Submitted By: Brock Weliver, Fire Marshal

CITY OF WATERLOO

Council Communication

Bonds.

City Council Meeting: 10/17/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Bonds for council 10.17.2022	Backup Material

SUBJECT: Bonds.

BONDS FOR COUNCIL APPROVAL
October 17, 2022

RIGHT OF WAY CONSTRUCTION BOND		AMOUNT $15,000.00
IA6054593	AERO CONCRETE, LTD	DAVENPORT, IA
55221825	FINISH EXCAVATING, INC.	EAST DUBUQUE, IL

CITY OF WATERLOO

Council Communication

FY 2023 Sidewalk Repair Assessment Program - Zone 2, Contract No. 1064.

City Council Meeting: 10/17/2022
Prepared: 10/5/2022

ATTACHMENTS:

	Description	Type
	Bid Tabulation	Backup Material
	Contract, bonds and insurance	Backup Material

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.
Motion to receive, file and instruct City Clerk to read bids.
Resolution approving award of bid to Midwest Concrete of Peosta, Iowa, in the amount of $576,893.30, approving the contract, bond and certificate of insurance, in conjunction with the FY2023 Sidewalk Repair Assessment Program, Contract No. 1064, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Submitted By: Oumie Ceesay, Associate Engineer

Expenditure Required/Source of Property Owner Assessments
Funds:

FY 2023 SIDEWALK REPAIR ASSESSMENT PROGRAM - ZONE 2
CONTRACT NO. 1064
BID TAB

						Midwest Concrete Inc		Brock Even Construction LLC	
Item No.	Item Description	Units	Est. Qty.	Engrs. Est. Unit Price	Engrs. Est. Item Price	Unit Price	Item Price	Unit Price	Item Price
1	4" PCC R/R Sidewalk	SF	32,008.2	$ 11.90	$ 380,897.58	$ 13.00	$ 416,106.60	$ 14.00	$ 448,114.80
2	5" PCC R/R Sidewalk	SF	2,930.9	$ 13.10	$ 38,394.79	$ 15.00	$ 43,963.50	$ 14.50	$ 42,498.05
3	6" PCC R/R Sidewalk	SF	2,730.2	$ 14.70	$ 40,133.94	$ 17.00	$ 46,413.40	$ 15.00	$ 40,953.00
4	R/R Class A PCC Sidewalk	SF	2,468.9	$ 28.40	$ 70,116.76	$ 17.00	$ 41,971.30	$ 15.25	$ 37,650.73
5	Class F Sidewalk Patch	EACH	12.0	$ 100.00	$ 1,200.00	$ 5.00	$ 60.00	$ 125.00	$ 1,500.00
6	Sidewalk Curb	LF	60.0	$ 25.00	$ 1,500.00	$ 111.00	$ 6,660.00	$ 80.00	$ 4,800.00
7	Clean Walk	EACH	16.0	$ 500.00	$ 8,000.00	$ 100.00	$ 1,600.00	$ 250.00	$ 4,000.00
8	Water Valve Adjustment	EACH	24.0	$ 275.00	$ 6,600.00	$ 100.00	$ 2,400.00	$ 150.00	$ 3,600.00
9	Joint Seal	LF	15.9	$ 8.00	$ 127.20	$ 5.00	$ 79.50	$ 30.00	$ 477.00
10	Sidewalk Removal	SF	1,413.0	$ 5.50	$ 7,771.50	$ 11.00	$ 15,543.00	$ 5.00	$ 7,065.00
11	Topsoil, Off-site	CY	26.2	$ 140.00	$ 3,668.00	$ 80.00	$ 2,096.00	$ 90.00	$ 2,358.00
					$ 558,409.77		$ 576,893.30		$ 593,016.58

FORM OF CONTRACT

CONTRACT FOR THE CONSTRUCTION OF

F.Y. 2023 SIDEWALK ASSESSMENT PROGRAM – ZONE 2

CITY OF WATERLOO, IOWA

CONTRACT NO. 1064

This contract made and entered into this _____ day of _____, 20__, by and

between the City of Waterloo, Iowa, a Municipal Corporation, (hereinafter referred to

as City), and **MIDWEST CONCRETE INC.** of **PEOSTA, IA** (hereinafter referred to

as Contractor), WITNESSETH:

PAR. 1 Contractor agrees to build and construct the **F.Y. 2023 SIDEWALK ASSESSMENT PROGRAM – ZONE 2, Contract No. 1064,** and furnish all necessary tools, equipment, materials, and labor necessary to do all the work called for in the plans and specifications in a workmanshiplike manner and for the prices set forth in Contractor's proposal, which was accepted by the City, and which is understood and agreed to be a part of this contract.

PAR. 2 It is understood and agreed that the resolution adopted by the City Council ordering the construction of the improvement, the Notice to Contractors as published, the Instruction to Bidders, the Form of Proposal, the Construction and Maintenance Bonds, the Council Proceedings relating to this matter, and the Plans and Specifications shall all be considered as forming a part of the contract the same as though they were each set out in said contract.

PAR. 3 The Contractor agrees to furnish at its own cost and expense, all necessary materials and labor for said work and to construct said improvements in a thorough, substantial, and workmanlike manner, and in strict accordance with the requirements of this contract, and of the plans and specifications made a part hereof by reference, and to the satisfaction and approval of the City and its engineer.

PAR. 4 The Contractor agrees to perform said work and install said improvements on the terms set out in bid or proposal to the City which has been accepted by the City and which is by reference made a part of this contract.

PAR. 5 The work under the proposed contract shall be commenced within ten (10) working days after receipt of "Notice to Proceed". **Ten (10%) percent of the items shall be completed on or before December 16, 2022 and one hundred percent (100%) of all items shall be completed on or before August 4, 2023.**

PAR. 6 Should the Contractor fail to complete said improvements in strict accordance with the terms and conditions of this contract, or the plans and specifications therefor promptly by the date herein specified, the City may pay such additional sums as it may be required to pay by reason of the failure of said contractor and deduct any and all such sums from any amount then due the Contractor.

PAR. 7 The Contractor agrees to comply with and obey all ordinances of the City of Waterloo, Iowa, relating to the obstruction of streets and alleys, keeping open passage ways for water, traffic, and protecting any excavations in any street or alley, and maintaining proper and sufficient barricades with lights and signals during all hours of darkness, to see that the backfilling is properly done, and agrees to keep the City whole and defend any and all suits that may be brought against the City by reason of any injuries that may be sustained by any person or property allegedly caused by the Contractor, or his agents, while work is done pursuant to this agreement.

PAR. 8 The Contractor agrees that in the event a law suit is brought against the City for damages allegedly sustained by reason of any act, omission or negligence of the Contractor or its agents, or on account of any injuries allegedly sustained by reason of any obstruction, hole, depression or barrier placed or dug by the defendant or its agents, in the doing of the work herein contracted for, that it will defend said suit and save the City harmless therein, and in case judgment is rendered against the City, the Contractor agrees to pay the same promptly. The Contractor agrees to carry public liability insurance in a solvent company in a sufficient amount to protect the City and those who use the streets of the City.

PAR. 9 The City shall have the right to appoint one or more construction reviewers who shall review the progress of the work in detail; also, to

make any test or any material to be used in such work. No material shall be used in any work until the same has first been approved by the construction reviewer. Such construction reviewer shall have full authority to pass judgment upon all materials and upon the manner of doing the work, and their judgment on rejecting any materials, substance, or manner of work shall be final unless it is revoked or modified by the City Engineer.

PAR. 10 Any material, which has been rejected by the construction reviewer, shall be at once removed from the line of work and shall not be again taken thereon or placed with the material proposed to be used without the written consent of the City Engineer.

PAR. 11 The Contractor shall maintain no cause of action against the City on account of delays and prosecution of work, but if said work is delayed by the City, the Contractor shall have such extra time for completion of the job as was lost by reason of the delay caused by the City.

PAR. 12 The Contractor agrees to pay punctually all just claims of labor, material, men, or subcontractors who shall perform labor or furnish materials entering into this improvement. It is agreed that the City need not pay the Contractor until all such claims are paid by the Contractor. It is agreed that the City shall not be liable for said labor, material, or men under this contract.

PAR. 13 The Contractor agrees to furnish the City, simultaneously with this contract, a bond on a form to be provided by the City in the amount provided by law as stated in the Notice to Bidders, which shall be for the benefit of the City, and any and all persons injured by the breach of any of the terms of this contract. Said bond shall be filed with the City Clerk and shall be subject to the approval of the City Council, and is by reference made a part of this contract.

PAR. 14 The Contractor agrees that should it abandon work under this contract or cease the prosecution thereof for a period of thirty (30) consecutive days without reasonable cause, and should it fail to proceed with said work within ten (10) days after a notice to continue or carry it on has been mailed to it at the address given herein by the City, or after such notice has been served on it, then the City may proceed to complete said work, using any material, tools, or machinery found along said line of work, doing the work either by contract or as it may elect, and the Contractor and the sureties on its bond shall be liable to the City for the costs and expenses so paid out. Said costs shall be retained by

the City from any compensation due, or to become due the Contractor, and may be recovered by the City in an action upon Contractor's bond.

PAR. 15 In consideration of the full compliance on the part of the Contractor with all the provisions, stipulations, and conditions hereof, or contained in the various instruments made a part of this contract by reference, and upon completion and acceptance of said work, the City agrees to pay to the Contractor, in the manner set out in the Notice to Contractors, the amount of money due the Contractor for work performed and accepted, at the unit prices set out in the Contractor's proposal, which has been accepted by the City.

PAR. 16 The total amount of the contract, based on the Engineer's estimates of quantities and the Contractor's unit bid prices, and for which 100% surety bond is required is **$576,893.30** .

PAR. 17 After the completion of said work, the Contractor agrees to remove all debris and clean-up said streets, and to save the City harmless from any damage allegedly resulting from a failure to clean up and remove the debris or put the street back in a proper condition for travel.

PAR. 18 This contract is not divisible, but in the event of a conflict between this contract and the various instruments incorporated by reference, this contract shall govern.

PAR. 19 Before the Contractor shall be entitled to receive final payment for work done under this contract, it shall execute and file a bond in the penal sum of not less than 100% of the total amount of the contract, same to be known as "Maintenance Bond," and which bond must be approved by the City Council, and which bond is in addition to the bond given by the Contractor to guarantee the completion of the work.

PAR. 20 The Contractor shall maintain all work done hereunder in good order for the period of two (2) years from and after the date it is accepted by the Council of the City of Waterloo, Iowa. Said maintenance shall be made without expense to the City or the abutting property. In the event of the failure or default of the Contractor to remedy any or all defects appearing in said work within a period of two (2) years from the date of its acceptance by said Council, and after having been given ten (10) days notice so to do by registered letter deposited in the United States Post Office in said town, addressed to said contractor at the address herein given, then the City may proceed to remedy such defects. The costs and expenses thereof to be recovered from the Contractor and

the sureties on its maintenance bond by an action brought in any court of competent jurisdiction.

PAR. 21 The Contractor shall give notice to said City by registered letter directed to the Mayor or City Clerk/Auditor thereof not more than four (4) and not less than three (3) months prior to the expiration of the term during which the Contractor is required to maintain said improvements, in good repair by the terms of its Contract. The liability of the Contractor and of the sureties on its bond for maintenance of the said improvements shall continue until three (3) months after such notice has been given to the City, and, in any event, until two (2) years after the acceptance of the work.

CITY OF WATERLOO, IOWA

_____
Mayor

_____
City Clerk

MIDWEST CONCRETE
Contractor

BY: _____

Title: PRESIDENT

Approved by the City Council of the City of Waterloo, Iowa, this _____ day of _____, 20__.

ATTEST: _____, City Clerk
Waterloo, Iowa

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Midwest Concrete, Inc. of 9835 Midwest Ln, Peosta, IA 52068 (the "Principal"), and West Bend Mutual Insurance Company of 1900 South 18th Avenue, West Bend, WI 53095 (the "Surety"), are held and firmly bound unto the City of Waterloo, Iowa (the "Obligee"), in the penal sum of Five hundred seventy-six thousand, eight hundred ninety-three dollars and thirty cents Dollars ($576,893.30), lawful money of the United States, for the payment of said sum in connection with a contract (the "Contract") dated on or about _____ for the purpose of 2023 Sidewalk Repair Assessment Program-Zone 2. The Contract is incorporated herein by reference as though fully set forth herein.

Whenever the Principal shall be and is declared by the Obligee to be in default under the Contract, with the Obligee having performed its obligations in the Contract, then the Surety, acknowledging that time is of the essence, may promptly remedy the default, or shall promptly undertake to:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain one or more bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or negotiated proposal, or, if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, or negotiated proposal, arrange for a contract between such party and the Obligee. The Surety will make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price. The cost of completion includes responsibilities of the Principal for correction of defective work and completion of the Contract, the Obligee's legal and design professional costs resulting directly from the Principal's default, and liquidated damages or actual damages if no liquidated damages are specified in the Contract. The term "balance of the Contract price" means the total amount payable by the Obligee to the Principal under the Contract and any amendments thereto, less the amount properly paid by the Obligee to the Principal; or
3. Determine the amount for which it is liable to the Obligee and pay the Obligee that amount as soon as practicable.

In the event this bond is enforced, Principal and Surety agree to indemnify Obligee and hold Obligee harmless from and against any and all costs of enforcement, including but not limited to reasonable attorneys' fees and expenses.

Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent to each and all of the following matters, without notice:

1. To any extension of time to the Contract in which to perform the Contract.

2. To any change in the plans, specifications, or Contract when such change does not involve an increase of more than twenty percent (20%) of the total Contract price, and shall then be released only as to such excess increase.

3. That no provision of this bond or of any other contract shall be valid which limits to less than one (1) year from the time of the acceptance of the work the right to sue on this bond for defect in workmanship or material not discovered or known to the Obligee at the time such work was accepted.

If the Principal performs the Contract, then this bond shall be null and void; otherwise it shall remain in full force and effect. In no event shall the Surety's total obligation exceed the penal amount of this bond.

Terms used herein shall include, as appropriate, the singular or plural number, or the masculine, feminine or neuter gender.

IN WITNESS WHEREOF, the undersigned Principal and Surety have executed this Performance Bond as of _____ _____.

PRINCIPAL	SURETY
Midwest Concrete, Inc. Name	West Bend Mutual Insurance Company Name
By: Ryan Coates Ryan Coates	By: Kim Hess Kim Hess
Title: Owner	Title: Attorney-in-Fact [attach Power of Attorney]

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

If this project includes Federal Funds, the following applies to the payment bond:
IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

WEST BEND
A MUTUAL INSURANCE COMPANY®

THE SILVER LINING®

Bond No. 2529418

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

KIM HESS

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars ($10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

MATTHEW E. CARLTON NOTARY PUBLIC STATE OF WISCONSIN

Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this _____ day of _____, _____.

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Midwest Concrete, Inc.
(Name of Contractor)

9835 Midwest Ln, Peosta, IA 52068
(Address of Contractor)

a Corporation, hereinafter called Principal, and,
(Corporation, Partnership or Individual)

West Bend Mutual Insurance Company
(Name of Surety)

1900 South 18th Avenue, West Bend, WI 53095
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Waterloo
(Name of Owner)

715 Mulberry St, Waterloo, IA 50703
(Address of Owner)

hereinafter called OWNER, in the penal sum of Five hundred seventy-six thousand eight hundred ninety-three dollars and thirty cents Dollars,($ 576,893.30) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____20___, a copy of which is hereto attached and made a part hereof for the construction of:

FY 2023 Sidewalk Repair Assessment Program-Zone 2

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS HEREOF, this instrument is executed in 1 (number) counterparts, each one of which, shall be deemed an original, this the _____ day of _____ 20___.

ATTEST:

Midwest Concrete, Inc.
(Principal)

Amanda Wendy
(Principal) Secretary

(SEAL)

By: Ryan Coates (s)
Ryan Coates Owner

9835 Midwest Ln
(Address)

Peosta, IA 52068

Scott Boyer
Witness as to Principal

9835 Midwest Ln.
(Address)

Peosta, IA 52068

West Bend Mutual Insurance Company
Surety

ATTEST:

By: Kim Hess
Attorney-in-Fact Kim Hess

Witness as to Surety

600 Star Brewery Dr Ste 110
(Address)

Dubuque, IA 52001

600 Star Brewery Dr Ste 110
(Address)

Dubuque, IA 52001

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

If this project includes Federal Funds, the following applies to the payment bond:
IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

WEST BEND
A MUTUAL INSURANCE COMPANY®

THE SILVER LINING®

Bond No. 2529418

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

KIM HESS

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars ($10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

MATTHEW E. CARLTON NOTARY PUBLIC STATE OF WISCONSIN

Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this _____ day of _____, _____.

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

MIDWCON-03 KHESS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
TRICOR, LLC - Dubuque 600 Star Brewery Drive Suite 110 Dubuque, IA 52001	PHONE (A/C, No, Ext): (563) 556-5441	FAX (A/C, No): (608) 723-6440
	E-MAIL ADDRESS: service@tricorinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sheboygan Falls/LeMars/Donegal Ins Co.	15148
INSURED Midwest Concrete Inc AHL Equipment Leasing, Inc. 9835 Cottingham Rd Peosta, IA 52068	INSURER B : Markel Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPA9030194	4/15/2022	4/15/2023	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CAA9030194	4/15/2022	4/15/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			CWA9030194	4/15/2022	4/15/2023	EACH OCCURRENCE	$ 4,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 4,000,000
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1000024036	4/15/2022	4/15/2023	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N]	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Pollution Liability			CPLMOL111008	4/15/2022	4/15/2024	Each Incident/Aggreg	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: FY 2023 Sidewalk Repair Assesment Program - Zone 2
The City of Waterloo is additional insured on the general liability policy with respect to the insured contract.

CERTIFICATE HOLDER

City of Waterloo
715 Mulberry St
Waterloo, IA 50703

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kai P. Glen

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CITY OF WATERLOO

Council Communication

Purchase of one (1) 2022 or newer Track Skid Loader

City Council Meeting: 10/17/2022
Prepared: 10/5/2022

ATTACHMENTS:

	Description	Type
	Bid Tabulation	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING - No comments on file. Motion to close hearing and receive and file oral and written comments. Resolution confirming specifications, bid documents, etc., and authorizing to proceed. Motion to receive, file and instruct City Clerk to read bids. Resolution awarding bid to Black Hawk Equipment of Waterloo, Iowa in the amount of $82,444.28 in conjunction with the purchase of one (1) 2022 or newer Track Skid Loader.
Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager
Recommended Action:	Approve Resolution
Summary Statement:	Track Skid Loader will be used by Waste Management and Sewer Departments

Expenditure Required/Source of Funds: Sewer Funds

Purchase Track Skid Loader

Bid Tab: October 13, 2022

Bidder	Bid Amount
Murphy Tractor & Equipment Co. Waterloo, IA	$83,879.00
Murphy Tractor & Equipment Co. Waterloo, IA	$91,647.00
Black Hawk Equipment Waterloo, IA	$82,444.28
Altorfer CAT Cedar Rapids, IA	$114,441.00

CITY OF WATERLOO

Council Communication

Resolution confirming Experience Waterloo Board's recommendation of awarding Hotel-Motel Grant funds to the following: Iowa Steam in the amount of $3,000.00 and 50/50 Bowling Tournament in the amount of $3,000.00.g Hotel-Motel Grant funds to the following: Iowa Steam in the amount of $3,000 and 50/50 Bowling Tournament in the amount of $3,000.

City Council Meeting: 10/17/2022
Prepared: 10/5/2022

ATTACHMENTS:

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

SUBJECT:	Resolution confirming Experience Waterloo Board's recommendation of awarding Hotel-Motel Grant funds to the following: Iowa Steam in the amount of $3,000.00 and 50/50 Bowling Tournament in the amount of $3,000.00.
Submitted by:	Submitted By: Tavis Hall, Executive Director of Experience Waterloo
Recommended Action:	Approval
Summary Statement:	Please see the attached summary.

Council Communication
City Council Meeting: October 10th , 2022
Prepared: October 4th, 2022
Dept. Head Signature:
Number of Attachments:

SUBJECT: Mini-Grant Requests

Submitted by: Tavis Hall, Experience Waterloo

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

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

Iowa STEAM | Waterloo Convention Center | November 11th – 13th, 2022
Request: $3,000 | *Total Econ Impact: $188,556*

50/50 Bowling Tournament | Maple Lanes and Cadillac XBC | December 3rd – 4th, 2022
Request: $3,000 | *Total Econ Impact: $82,696*

Projected economic impact: $271,252

Request: $6,000

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

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

Policy Issue: None

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

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

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

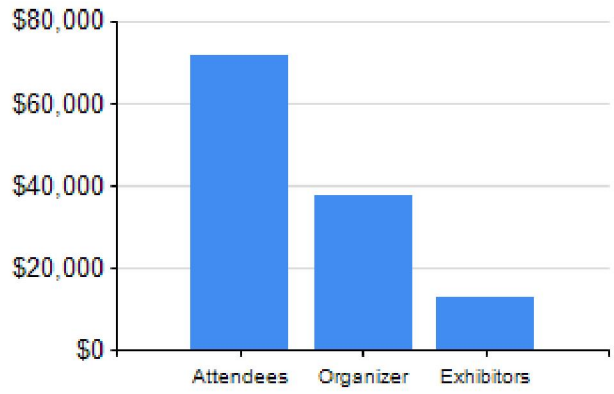
Event Impact Summary

Destination: Experience Waterloo

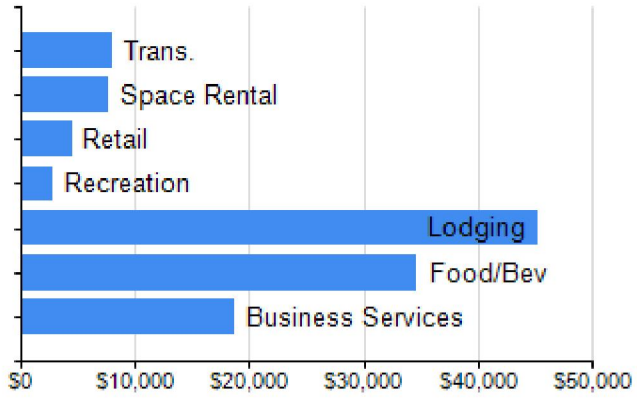
Event Parameters		Key Results	
Event Name:	Iowa Steam	Business Sales (Direct):	$121,833
Organization:	A.B.A.T.E. of Iowa	Business Sales (Total):	$188,556
Event Type:	Convention	Jobs Supported (Direct):	67
Start Date:	11/11/2022	Jobs Supported (Total):	83
End Date:	11/13/2022	Local Taxes (Total):	$4,108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

Direct Business Sales

Sales by Source



Sales by Sector



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

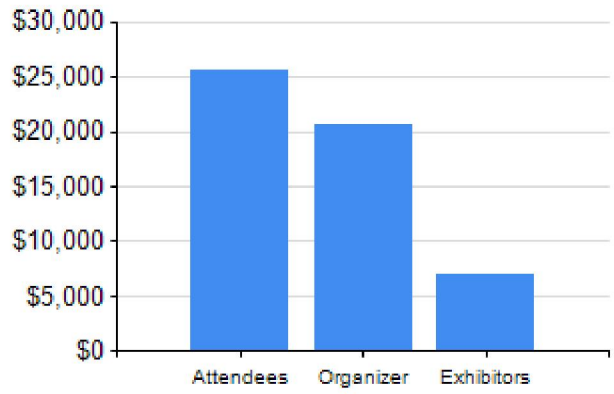
Event Impact Summary

Destination: Experience Waterloo

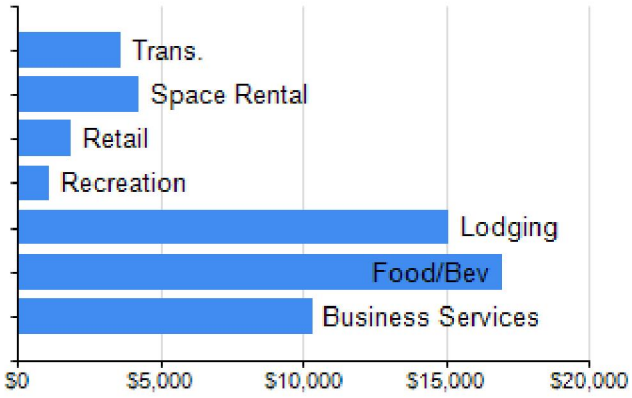
Event Parameters		Key Results	
Event Name:	50/50 Bowling Tournament	Business Sales (Direct):	$53,381
Organization:	Cadillac XBC	Business Sales (Total):	$82,696
Event Type:	Convention	Jobs Supported (Direct):	38
Start Date:	12/3/2022	Jobs Supported (Total):	47
End Date:	12/4/2022	Local Taxes (Total):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

Direct Business Sales

Sales by Source



Sales by Sector



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

CITY OF WATERLOO

Council Communication

Resolution approving a Professional Services Agreement with AECOM Technical Services Inc., of Waterloo, Iowa, in an amount not to exceed $249,500.00, in conjunction with the Waterloo Sanitary Sewer Improvements Cattle Congress Lift Station and Force Main, and authorizing the Mayor to execute said document.

City Council Meeting: 10/17/2022
Prepared: 9/29/2022

ATTACHMENTS:

	Description	Type
	Memo to Mayor and Council	Backup Material
	AECOM Professional Service Agreement	Backup Material

SUBJECT:	Resolution approving a Professional Services Agreement with AECOM Technical Services Inc., of Waterloo, Iowa, in an amount not to exceed $249,500.00, in conjunction with the Waterloo Sanitary Sewer Improvements Cattle Congress Lift Station and Force Main, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Jesse Gaherty, Interim Collection System/Projects Director
Recommended Action:	Approve Professional Service Agreement with AECOM for Cattle Congress Lift Station and Force Main Improvements

CITY OF WATERLOO, IOWA

Waste Management Services
3505 Easton Ave. • Waterloo, IA 50702 • Phone (319) 291-4553 • Fax (319) 291-4523

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

VACANT
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

Date: September 29, 2022

To: Waterloo Mayor and Council

From: Jesse Gaherty, Collections System/Project Director, Waste Management Services

RE: Professional Service Agreement with AECOM-Waterloo Sanitary Sewer Improvements Cattle Congress Lift Station and Force Main

Background Discussion: The current Cattle Congress Lift Station is located at 100 Rainbow Drive, on the North edge of the National Dairy Cattle Congress complex in the west central portion of the City. Originally constructed in 1961 this lift station serves as a major lift station for Service Area 15 wastewater conveyance. Current condition assessment of this lift station indicates replacement is near. In addition, Consent Decree requirements dictate design dates should occur 2021-2023.

Recommended Action:

It is recommended approval of the Professional Service Agreement with AECOM- Waterloo Sanitary Sewer Improvements Cattle Congress Lift Station and Force Main in the amount not to exceed $249,500.00

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

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

WATERLOO SANITARY SEWER SYSTEM IMPROVEMENTS
CATTLE CONGRESS LIFT STATION AND FORCE MAIN
CITY OF WATERLOO, IOWA

PROFESSIONAL SERVICE AGREEMENT

This Agreement is made and entered by and between AECOM Technical Services, Inc., 501 Sycamore Street, Suite 222, Waterloo, Iowa, hereinafter referred to as ATS and City of Waterloo, 715 Mulberry Street, Waterloo, Iowa, hereinafter referred to as CLIENT.

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

ATS shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. ATS'S RESPONSIBILITIES

ATS shall, subject to the terms and provisions of this Agreement:

(a) Appoint one or more individuals who shall be authorized to act on behalf of ATS and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon ATS as to all matters pertaining to this Agreement and the performance of the parties hereunder.

(b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control.

(c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two-year period following the completion of Services, it is shown that there is an error in the Services solely as a result of ATS's failure to meet these standards, ATS shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since ATS has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, ATS does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. ATS makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

(d) ATS shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which ATS procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of

the terms thereof. ATS's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.

(e) ATS will be providing estimates of costs to the CLIENT covering an extended period of time. ATS does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by ATS are estimates only, made on the basis of ATS's experience and represent ATS's reasonable judgment as a qualified professional. ATS does not guaranty that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by ATS, and the CLIENT waives any and all claims that it may have against ATS as a result of any such variance.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services;

(a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.

(b) Furnish to ATS all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. ATS shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INDEMNIFICATION

ATS agrees to indemnify and hold harmless CLIENT from and against any and all suits, actions, damages, loss, liability or costs (including, without limitation, reasonable attorneys' fees directly related thereto) for bodily injury or death of any person or damage to third party property if and to the extent arising from the negligent errors or omissions or willful misconduct of ATS during the performance of the Services hereunder.

V. INSURANCE

Commencing with the performance of the Services, and continuing until the earlier of acceptance of the Services or termination of this Agreement, ATS shall maintain standard insurance policies as follows:

(a) Workers' Compensation and/or all other Social Insurance in accordance with the statutory requirements of the state having jurisdiction over ATS's employees who are engaged in the Services, with Employer's Liability not less than One Hundred Thousand Dollars ($100,000) each accident;

(b) Commercial General Liability including third party Bodily Injury and Property Damage Liability and Contractual Liability insurance in a limit of One Million Dollars ($1,000,000) each occurrence and in the aggregate.

(c) Business Auto Liability Insurance (owned, non-owned or hired) in a combined single limit of One Million Dollars ($1,000,000).

ATS agrees to include CLIENT as Additional Insured on the Commercial General Liability and Business Auto Liability policies, but only to the extent of ATS's negligence under this agreement and only to the extent of the insurance limits specified herein.

(d) Professional Liability Insurance with limits of $1,000,000 per claim and in the aggregate covering ATS against all sums which ATS may become legally obligated to pay on account of any professional liability arising out of the performance of this Agreement.

ATS agrees to provide CLIENT with certificates of insurance evidencing the above-described coverage prior to the start of Services hereunder and annually thereafter if required. ATS shall provide prompt notice to the CLIENT in the event of cancellation, non-renewal or reduction of limits per standard ISO Acord Form wording and the policy provisions.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not-to-exceed fee of Two Hundred Forty-Nine Thousand Five Hundred Dollars ($249,500.00).

ATS may bill the Client monthly for services completed at the time of billing. CLIENT agrees to pay ATS the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give ATS written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to ATS the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to ATS. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, ATS will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

(a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which ATS prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when ATS has been compensated

for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Any other use or reuse of original or altered files shall be at CLIENT's sole risk without liability or legal exposure to ATS and CLIENT agrees to release, defend and hold ATS harmless from and against all claims or suits asserted against ATS in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by ATS. Nothing contained in this paragraph shall be construed as limiting or depriving ATS of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.

(b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and ATS makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

(a) ATS shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall ATS be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall ATS be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

(b) In order that ATS may be fully protected against such third-party claims, CLIENT agrees to obtain and maintain for the benefit of ATS the same indemnities and insurance benefits obtained for the protection of the CLIENT from any contractor or subcontractor working on the project and shall obtain from that contractor/subcontractor insurance certificates evidencing ATS as an additional named insured.

X. INDEPENDENT CONTRACTOR

ATS shall be an independent contractor with respect to the Services to be performed hereunder. Neither ATS nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, title to, ownership of, legal responsibility and liability for any and all pre-existing contamination shall at all times remain with CLIENT. "Pre-

existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by ATS. CLIENT agrees to release, defend, indemnify and hold ATS harmless from and against any and all liability which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from ATS's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. ATS shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination. In the event that ATS executes or completes any governmentally required forms relating to regulated activities including but not limited to storage, generation, treatment, transportation, handling or disposal of hazardous or toxic materials, ATS shall be and be deemed to have acted as CLIENT's agent.

For ATS's services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide ATS with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. LIMITATION OF LIABILITY

CLIENT agrees that ATS's liability for the act, error or omission in its performance of services under this Agreement shall in no event exceed the amount of the total compensation received by ATS. It is intended by the parties to this Agreement that ATS's services in connection with the project anticipated herein shall not subject ATS's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project.

XIII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then ATS and the CLIENT agree to submit the dispute to mediation. In the event ATS or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by ATS and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and ATS may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

XIV. MISCELLANEOUS

(a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and provisions of this contract document shall control. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

(b) This Agreement shall be governed by the laws of the State of Iowa.

(c) ATS may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve ATS of any of its obligations under this Agreement.

(d) In no event shall either party be liable to the other for indirect or consequential damages, including, but not limited to, loss of use, loss of profit or interruption of business, whether arising in contract, tort (including negligence), statute, or strict liability.

(e) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.

(f) This Agreement gives no rights or benefits to anyone other than CLIENT and ATS and does not create any third-party beneficiaries to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CITY OF WATERLOO	**APPROVED FOR AECOM**
By:_____	By: Douglas W. Schindel
Printed Name:_____	Printed Name: Douglas W. Schindel, P.E
Title:_____	Title: Associate Vice President
Date:_____	Date: September 14, 2022

WATERLOO SANITARY SEWER SYSTEM IMPROVEMENTS
CATTLE CONGRESS LIFT STATION AND FORCE MAIN
CITY OF WATERLOO, IOWA

EXHIBIT A

A. Project Description

The Cattle Congress Lift Station is located at 100 Rainbow Drive on the north edge of the National Cattle Congress complex in the west central portion of the city.

The Cattle Congress Lift Station is a wet pit, plus dry pit type wastewater lift station originally constructed in 1961. Two (2) centrifugal pumps mounted on the base of the dry pit are connected by long shafts to vertical turbine motors located on the ground level floor of the pumping station. Based on VoluCalc flow monitoring equipment readings, Pump No. 1 has a capacity of approximately 1,075 gpm and Pump No. 2 has a capacity of approximately 1,003 gpm. Wastewater pumped from the Cattle Congress Lift Station is sent to the Park Road Lift Station on the east side of the Cedar River. A 10-inch diameter cast iron pipe (CIP) force main (approximately 2,824 feet in length) was originally installed to convey wastewater from the Cattle Congress Lift Station to a manhole on the gravity sewer system near the intersection of Conger Street and Burton Avenue. During the spring of 2019, a leak developed in a section of the force main buried in the levee along the west side of the Cedar River. A portion of the original CIP force main was replaced with a new 10-inch diameter force main. The new force main designed and installed under this project will utilize the pipe installed during the spring of 2019.

It is proposed that the existing Cattle Congress Lift Station be replaced with a new wet pit only lift station containing a set of three (3) submersible pumps. A valve pit for isolating each pump for service and for the installation of check valves to prevent backflow will be installed adjacent to the wet well.

The existing lift station is not equipped with an emergency generator or the ability to connect to a portable emergency generator. The new Cattle Congress Lift Station will include installation of an emergency generator.

It is understood the City would like to obtain a State Revolving Fund (SRF) loan for the construction of this project. Obtaining an SRF loan is a multi-step process that requires input from the City, Iowa Department of Natural Resources (Iowa DNR) and design engineer. Each entity has various responsibilities at various stages of the loan acquisition process. ATS will provide engineering assistance to the City for the SRF process.

B. Scope of Services

The Scope of Services to be performed shall be completed in accordance with generally accepted standards of practice. AECOM Technical Services (ATS) will utilize the Statewide Urban Design and Specifications (SUDAS) and engineer-provided technical specifications for this project, along with any applicable standards and technical modifications by Waste Management Services Department (WMSD). The Scope of Services is further defined as follows:

Phase I - Design and Bidding Phase Services

Task 1 - Project Kickoff and Progress Meetings. With WMSD and ATS staff, a kickoff meeting will be conducted to discuss scope of project, objectives and goals. ATS staff will also attend progress meetings, as needed, where updates on the project design will be presented to WMSD staff.

Task 2 - Survey and Data Collection. ATS will acquire available data about the locations for the proposed new lift station and force main. This will include gathering aerial photography, available topographic data, collecting existing Cattle Congress Lift Station and force main data from the WMSD, and utility location mapping information to develop a base map of the project location. ATS will establish horizontal and vertical control and perform a topographic survey for the project area. One Call will be contacted to locate utilities. Marked field locations of utilities will be surveyed.

Task 3 - Soil Borings and Geotechnical Report. ATS will propose locations for soil borings at the new lift station site and along the route of the new force main. ATS will work with a professional geotechnical firm to conduct the soil borings and provide a geotechnical report of the findings (Terracon Consultants).

Task 4 - Review Hydraulic Model. ATS will review the sanitary sewer system hydraulic model to verify areas served and estimated wastewater flows for Design Year 2043.

Task 5 - Right-of-Way Review. ATS will review City, county and state records pertaining to the survey corridor. Property lines, right-of-way lines and ownership of properties will be incorporated into the base mapping for the project. The majority of the Cattle Congress Lift Station and force main project is on property owned by the Cattle Congress organization. Acquisition plats will be needed for the new lift station site and new force main route. ATS will prepare acquisition plats and legal descriptions for permanent and temporary acquisitions. It is anticipated two acquisition plats will be needed for the project.

Task 6 - SRF Project Initiation. ATS will submit a work record request to the Iowa DNR to establish the project as one marked for SRF funding. ATS will participate in the Project Initiation Meeting with the City and the Iowa DNR. This includes preparing preliminary project design information to present at the meeting and answering any technical questions related to the project.

Task 7 - SRF Facility Plan Preparation. ATS will prepare a facility plan for the project per requirements of Iowa Wastewater Facilities Design Standards, Chapter 11, Section 11.2, as required for the SRF process.

Task 8 - SRF Intended Use Plan (IUP) Application Preparation and Public Hearing. ATS will prepare IUP Application required for SRF. The Environmental Checklist and Associated Items will also be prepared to assist the Iowa DNR with an environmental review. ATS will participate in the public hearing for the project and help answer any concerns from the public regarding the project.

Task 9 - Preliminary Design. Drawings will be developed showing base mapping, existing site features, known utilities, existing lift station and force main removals, proposed lift station and force main location, and existing ground contours. The following design details are unique to this project and are to be included:

- This project will need to be coordinated with the continuous operation of the existing lift station and force main until switch-over to the new lift station and force main is accomplished. Temporary diversion of wastewater around the area under construction will likely be required during some periods of construction. Sheets detailing temporary diversion of wastewater will be included, as needed, in the design.

- This project includes the design of the electrical for emergency generator installation.

Task 10 - Plan and Profile Sheets. Preliminary plan and profile sheets will be prepared for the lift station and force main installation.

Task 11 - Preliminary Design Meeting. ATS will meet with WMSD and review the preliminary plan set. Key design items will be discussed; and based on feedback, a list of alterations will be made for the final design.

Task 12 - Final Plans and Specifications. Final plans and specifications will be developed incorporating comments received by WMSD. Plans will include cover sheet, general notes, lift station design (including electrical, controls, mechanical, and structural), force main plan and profile sheets, and details as necessary. Specifications will include contract documents incorporating requirements from WMSD. SUDAS specifications will be referenced, along with engineer-provided technical specifications.

Task 13 - Army Corps of Engineers Permit Application. ATS will prepare a 408 Permit application for work to occur in the Army Corps of Engineers' Flood Control Levee.

Task 14 - Engineer's Opinion of Probable Cost. An Engineer's Opinion of Probable Cost will be developed for the project.

Task 15 - Iowa DNR Construction Permit Application. ATS will prepare necessary construction permit schedules to be submitted to Iowa DNR.

Task 16 - Notice of Storm Water Discharge NPDES Permits. The State of Iowa General Permit No. 2 application will be prepared.

Task 17 - Storm Water Pollution Prevention Plan. A Storm Water Pollution Prevention Plan (SWPPP) will be prepared for the project.

Task 18 - Preparation and Distribution of Contract Documents. Prepare contract documents for distribution to plan rooms and potential bidders.

Task 19 - Respond to Bidders Questions. Respond to questions that bidders may have regarding the project. Prepare addenda as needed for project.

Task 20 - Bidding Assistance. Attend bid opening, secure contracts, bonds and certificates of insurance, review bids, prepare bid tabulation and make recommendation to WMSD.

Exclusions

The following items are specifically excluded from this scope but may be added by supplemental agreement if needed.

- Sponsored Project Documentation. The City may be interested in pursuing water resource restoration sponsored projects that may be tied to the primary SRF project.

This scope does not include coordination to pursue these projects but could be added by supplemental agreement if requested by the City.

- Additional Environmental Tasks as Required by Iowa DNR. The Iowa DNR environmental review may require impact mitigation, vibrational monitoring, wetland creation or other actions. Environmental review and possible requirements are not included in this scope but could be added by supplemental agreement if required.

Phase II - Construction-Related Services

The scope of construction-related services will be determined at the time the services are needed and defined under a future amendment. Construction-related services include construction staking, on-site field review, materials testing, contract administration during construction and right-of-way staking.

CITY OF WATERLOO

Council Communication

Resolution approving a Professional Services Agreement with Modus of Waterloo, Iowa, in the amount of $24,000.00, in conjunction with the Waterloo Center of the Arts - Youth Pavilion Phase II Boiler Replacement Project, and authorizing the Mayor to execute said document.

City Council Meeting: 10/17/2022
Prepared: 10/3/2022

ATTACHMENTS:

	Description	Type
	Prof Serv Agmt - WCA Boiler PH II	Backup Material

SUBJECT:	Resolution approving a Professional Services Agreement with Modus of Waterloo, Iowa, in the amount of $24,000.00, in conjunction with the Waterloo Center of the Arts - Youth Pavilion Phase II Boiler Replacement Project, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval

June 14, 2022

Greg Ahlhelm
City of Waterloo, Building Inspector
715 Mulberry Street
Waterloo, IA 50703

Subject: Waterloo Center of the Arts - Youth Pavilion Phase II Boiler Replacement Project
Waterloo, Iowa

Dear Greg:

I am pleased to offer you this engineering service proposal for the above-mentioned project.

Project scope of work:

- This project consists of replacing the remaining original boiler with the same boiler manufacturer installed in phase I.
- Replace the boiler venting serving both boilers and rerouting through the adjacent storage room and discharging up through the existing areaway located on the east side of the building.
- Modify existing boiler intake piping.
- Modify existing gas piping and venting.
- Modify piping and valves adjacent to the boiler
- Replace the boiler pump with new.
- Modify the housekeeping pad to accommodate the new boiler
- Prepare frontend specifications and prepare administrative duties
- Prepare AIA contracts between Owner and Contractor

Project scope of services:

Design Phase

- Design services to include contract documents (plans and specifications) for the above scope of work.
- Investigate vent and intake piping routing
- Determine gas regulator venting routing
- Design Meetings
    - On-site investigations meetings as required
    - Owner final review meeting

Bid Negotiation Phase

- Attend pre-bid meeting
- Assist with addendums

WWW.MODUS-ENG.COM

WATERLOO
214 East 4th Street
Waterloo, IA 50703
TEL 319.235.0650

DES MOINES
130 East 3rd Street
Des Moines, IA 50309
TEL 515.251.7280

IOWA CITY
118 East College Street
Iowa City, IA 52240
TEL 319.248.4600

- Respond to contractor questions

Construction Administration Phase

- Attend pre-construction meeting
- Review submittals
- Attend construction progress meetings as required
- Prepare punch list report

Cost Opinions

- Perform cost opinion at 95% Construction Document.

Project services not included:

- Create Revit backgrounds (reuse back grounds from the original project)
- Architectural service
- Structural engineering
- Civil engineering
- Construction set (post bidding)
- As-built CAD drawing creation
- Life cycle cost analysis for utility rebates or energy code approval
- Commissioning services

Preliminary Project Cost Opinion

Preliminary cost opinion. Based on historical data and conversations with the boiler manufacturer, our preliminary cost opinion for the above scope of work is $195,000.

Compensation

Base compensation. For the above-referenced services our lump sum fee will be $24,000.

Owner initiated change order request. Our fee shall be determined based on an agreed amount between the design team and owner.

Design team initiated change order request. Our fee shall be waived for the MEPT design.

Additional design services. If design services occur that require a "hourly" situation. As approved, our fee shall be compensated using our hourly rates.

Reimbursables.

- The following reimbursables are included in our base compensation.
  - Printing and reproduction of plans and specifications necessary for coordination and review during the design process.
  - Traveling required to the project
- The following reimbursables are NOT included in our base compensation.
  - Permit and application fees associated to governing bodies.

WWW.MODUS-ENG.COM

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- Distribution and document reproduction expenses

Miscellaneous

Drawing Standards.

- Drawings will be produced using Revit 2020 version.

Errors and Omissions. Our Policy shall be deemed a part of this Agreement.

Standard Form of Agreement. The AIA B101 (2017) Standard Form of Agreement Between Owner and Architect shall be deemed a part of this letter.

Sincerely,

Michael J. Brocka

Michael J. Brocka, P.E.
MJB

If you are in agreement, please sign this letter and return a copy to our office. This will serve as our written contract.

SIGNATURE DATE

WWW.MODUS-ENG.COM

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Waterloo, IA 50703
TEL 319.235.0650

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CITY OF WATERLOO

Council Communication

Resolution approving Supplemental Agreement No. 2, to a Professional Services Agreement with Stanley Consultants, Inc., of Des Moines, Iowa, originally executed March 11, 2019, in an amount not to exceed $58,944.00, in conjunction with the Delane Avenue Storm Water Detention Improvements Project, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 10/17/2022
Prepared: 10/5/2022

ATTACHMENTS:

	Description	Type
🗋	Delane Ave SW Det Impr_Stanley PSA_SA2	Backup Material

SUBJECT:	Resolution approving Supplemental Agreement No. 2, to a Professional Services Agreement with Stanley Consultants, Inc., of Des Moines, Iowa, originally executed March 11, 2019, in an amount not to exceed $58,944.00, in conjunction with the Delane Avenue Storm Water Detention Improvements Project, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Wayne Castle, PLS, PE, Associate Engineer
Summary Statement:	This SA is needed to cover Stanley's additional costs involved with making design changes outside the scope of the original agreement. These changes allowed us to reduce impacts to private properties. See attached agreement for Scope of Services.
Neighborhood Impact:	
Implementation, Accountability, and Communication:	Storm Water Fee

This Supplemental Agreement, made and entered into by and between STANLEY CONSULTANTS, INC (Consultant) and CITY OF WATERLOO (Client) amends their agreement of March 11, 2019, for Consultant to provide services to the Client for the Delane Avenue Storm Water Detention Improvements Project, as follows:

Scope of Services

Additional design changes to include:

1. Channel clearing and conveyance
2. Channel stabilization
3. Alternatives of the system layout (intake structure, overflow weir and rerouting of storm sewers into detention basin)
4. Alternatives to develop concept / design of new intake structure with coordination of keeping/removing the existing box culvert in Delane Creek
5. Repair of storm sewer on west side of Delane Creek

Time of Beginning and Completion

Beginning March 2021
Ending June 2022

Fees and Payments

Hourly Basis for Labor a Not-to-Exceed Amount of Fifty-Eight Thousand Nine Hundred Forty-Four ($58,944.00) dollars.

Except as specifically amended by this Supplemental Agreement, all the terms and conditions of the original Agreement dated March 11, 2019 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Supplemental Agreement to be executed on the date below indicated.

By: _____	By: _____
Daniel R. Fullerton, P.E. Client Service Manager	
Date: _____	Date: _____
Attest:	Attest:
By: _____	By: _____
Wendy Diekema	

CITY OF WATERLOO

Council Communication

Resolution approving a request by the City of Waterloo to dedicate a natural gas easement over a portion of Lot 14 and Tract "K", Midport America Park Plat No. 2, and the Southeast Quarter and Southwest Quarter, Section 5, Township 89 North, Range 13 West of the 5th PM.

City Council Meeting: 10/17/2022
Prepared:

ATTACHMENTS:

Description	Type
MEC GAS EASMENT_WL AIR AND RAIL PARK ADDITIONS	Backup Material

SUBJECT:	Resolution approving a request by the City of Waterloo to dedicate a natural gas easement over a portion of Lot 14 and Tract "K", Midport America Park Plat No. 2, and the Southeast Quarter and Southwest Quarter, Section 5, Township 89 North, Range 13 West of the 5th PM.
Submitted by:	Submitted By: Wayne Castle, PLS, PE, Associate Engineer
Recommended Action:	Approval
Summary Statement:	Easements are being created to allow public utilities to be installed on City property to serve the Waterloo Air and Rail Park Additions.
Expenditure Required/Source of Funds:	None

An easement for the installation and maintenance of natural gas facilities over, under, upon, and across that portion of Lot 14 and Tract "K" of Midport America Park Plat No.2, and the Southeast Quarter (SE 1/4) and Southwest Quarter (SW 1/4) of Section 5, Township 89 North, Range 13 West of the Fifth Principal Meridian (5th PM), in the City of Waterloo, Black Hawk County, State of Iowa, and being further described as follows:
Beginning at the southwesterly corner of Lot 1 of Midport America Park Plat No.1; thence North 23°05'01" West 117 .00 feet along the westerly line of said Lot 1; thence South 89°37'35" West 1,318.45 feet to a line that is 684.00 feet southeasterly of and parallel with the centerline of Runway 18/36 and its extension southwesterly; thence South 07°02'20" West along said parallel line 144.52 feet to the northerly line of Tract "K", Mid port America Park Plat No.2; thence continuing South 07°02'20" West along the said parallel line 112.16 feet to the northerly line of Lot 14, Midport America Park Plat No.2; thence continuing South 07°02'20" West along the said parallel line 830.67 feet to a line that is 20.00 feet normally distant to and parallel with the southerly line of said Lot 14; thence North 89°12'23" West along said parallel line 60.97 feet to the westerly line of said Lot 14; thence continuing North 89°12'23" West along said parallel line 100.15 feet to the westerly line of said Tract "K"; thence continuing North 89°12'23" West along a line that is 20

Legal Descriptions:

feet normally distant to and parallel with the north right-of-way line of the Chicago, Central, and Pacific Railroad 1,215.05 feet to the east line of Waterloo Regional Airport Release Parcel "D"; thence North 81 °49'28" West 77.83 feet; thence North 89°12'23" West along a line that is 30 feet normally distant to and parallel with the said north railroad right-of-way line 433.53 feet; thence North 77°55'18" West 102.21 feet to the north end of the east line of a public utility easement; thence South 00°006'46" West along the said east line 50.00 feet to the aforesaid north line of the Chicago, Central, and Pacific Railroad; thence South 89°12'23" East along the said north right-of-way line 608.18 feet to the southeast comer of the aforesaid Waterloo Regional Airport Release Parcel "D"; thence continuing South 89°12'23" East along the said north railroad right-of-way line of the 1,215.12 feet to the southwest corner of the aforesaid Tract "K"; thence continuing South 89°12'23" East along the southern most line of said Tract "K" 100.56 feet to the southwest corner of the aforesaid Lot 14; thence continuing South 89°12'23" East along the south line of said Lot 14 81.02 to a line that is 704.00 feet southeasterly of and parallel with the centerline of Runway 18/36 and its extension southwesterly; thence North 07°02'20" East along said parallel line 860.65 feet to the northerly line of said Lot 14; thence continuing North 07°02'20" East along said parallel line 106.63 feet to the northerly line of said Tract "K"; thence continuing North 07°02'20" East along said parallel line 120.43 feet; thence North 89°37'35" East 1,287.57 feet to a line that is 20.00 feet normally to and parallel with the westerly of the aforesaid Lot 1, Mid port America Park Plat No.1; thence South 23°05'01" East along said parallel line 103.67 feet to the northerly line of Tract "E", Mid port America Park Plat No.1; thence North 66°58'49" East along said northerly line 20.00 feet to the point of beginning containing 96,650 square feet (2.22 acres).

Index Legend	
Location Description:	Lot 14 & Tract "K", Midport America Park Plat No.2 SE 1/4 & SW 1/4, Section 5, T89N, R13W 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 291-4312

Plat of Natural Gas Easement

Lot 14 and Tract "K", Midport America Park Plat No. 2, and the Southeast Quarter and Southwest Quarter, Section 5, Township 89 North, Range 13 West of the 5th PM, City of Waterloo, Black Hawk County, Iowa

An easement for the installation and maintenance of natural gas facilities over, under, upon, and across that portion of Lot 14 and Tract "K" of Midport America Park Plat No.2, and the Southeast Quarter (SE 1/4) and Southwest Quarter (SW 1/4) of Section 5, Township 89 North, Range 13 West of the Fifth Principal Meridian (5th PM), in the City of Waterloo, Black Hawk County, State of Iowa, and being further described as follows:

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This Plat or Survey is not a division of land.

Reference: Book / Page#

William Castle — 10/10/2022

Signature of Surveyor — Date

LICENSED PROFESSIONAL LAND SURVEYOR — WILLIAM W. CASTLE 19715 — IOWA

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 Castle — 10/10/2022

William W. Castle, PLS — Date

License Number 19715

My License Renewal Date is December 31, 2023.

Pages or sheets covered by this seal : 1-3

Survey Notes:

1. The Bearings shown on this survey are derived from GPS observations using the Iowa State Plane Coordinate System, North Zone, NAD 83 (2011).
2. All dimensions are in US Survey feet and decimals thereof.

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

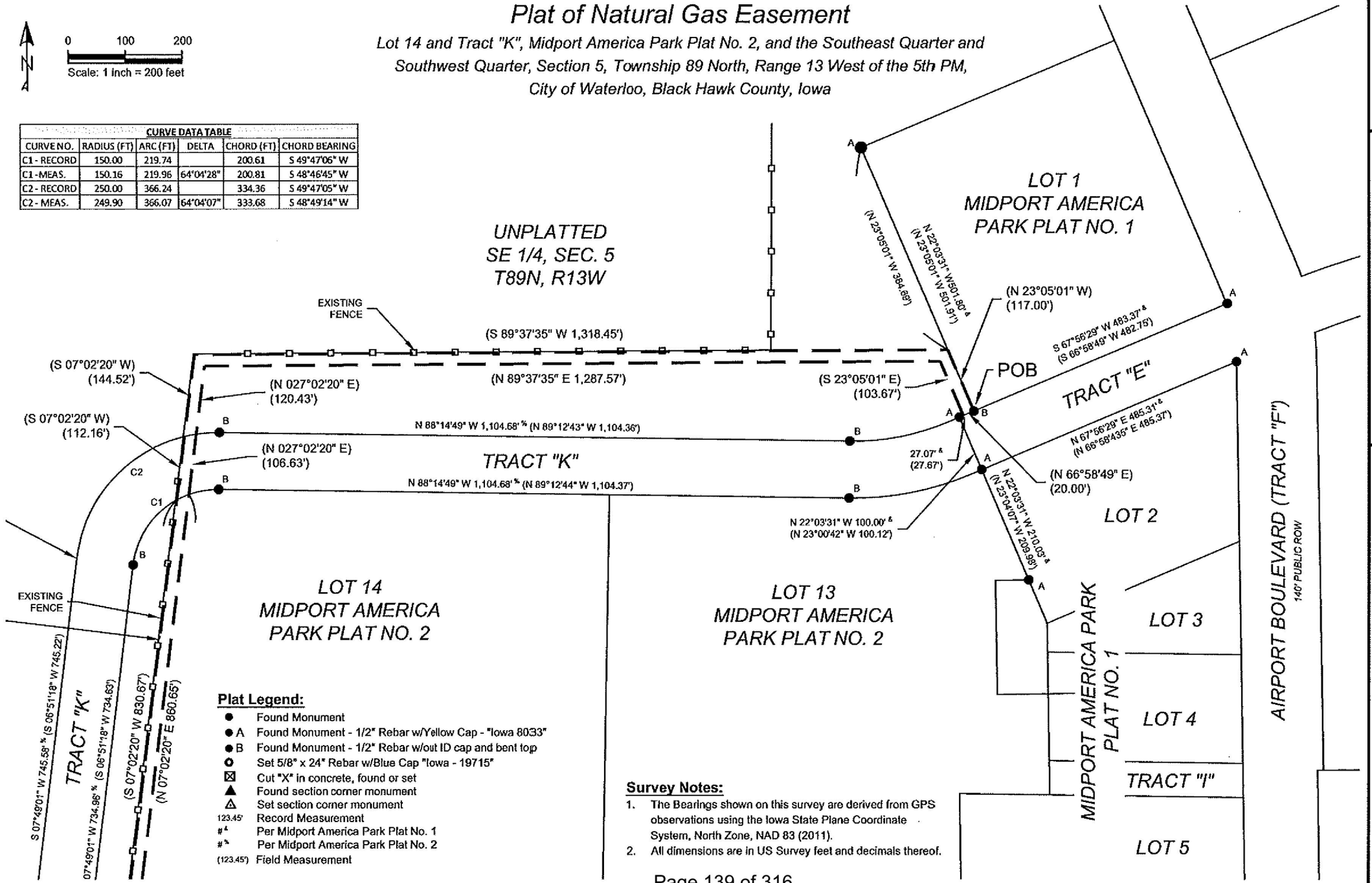
Drawn By: WWC Scale:
Field Work Date: 9-8 & 9-9-2022
Date Drawn: 10-7-2022

Plat of Natural Gas Easement

Lot 14 and Tract "K", Midport America Park Plat No. 2, and the Southeast Quarter and Southwest Quarter, Section 5, Township 89 North, Range 13 West of the 5th PM, City of Waterloo, Black Hawk County, Iowa

Scale: 1 inch = 200 feet

CURVE DATA TABLE					
CURVE NO.	RADIUS (FT)	ARC (FT)	DELTA	CHORD (FT)	CHORD BEARING
C1 - RECORD	150.00	219.74		200.61	S 49°47'06" W
C1 - MEAS.	150.16	219.96	64°04'28"	200.81	S 48°46'45" W
C2 - RECORD	250.00	366.24		334.36	S 49°47'05" W
C2 - MEAS.	249.90	366.07	64°04'07"	333.68	S 48°49'14" W



Plat Legend:

- ● Found Monument
- ●A Found Monument - 1/2" Rebar w/Yellow Cap - "Iowa 8033"
- ●B Found Monument - 1/2" Rebar w/out ID cap and bent top
- ○ 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
- #Δ Per Midport America Park Plat No. 1
- #% Per Midport America Park Plat No. 2
- (123.45') Field Measurement

Survey Notes:

1. The Bearings shown on this survey are derived from GPS observations using the Iowa State Plane Coordinate System, North Zone, NAD 83 (2011).
2. All dimensions are in US Survey feet and decimals thereof.

Sheet No. 2 of 3

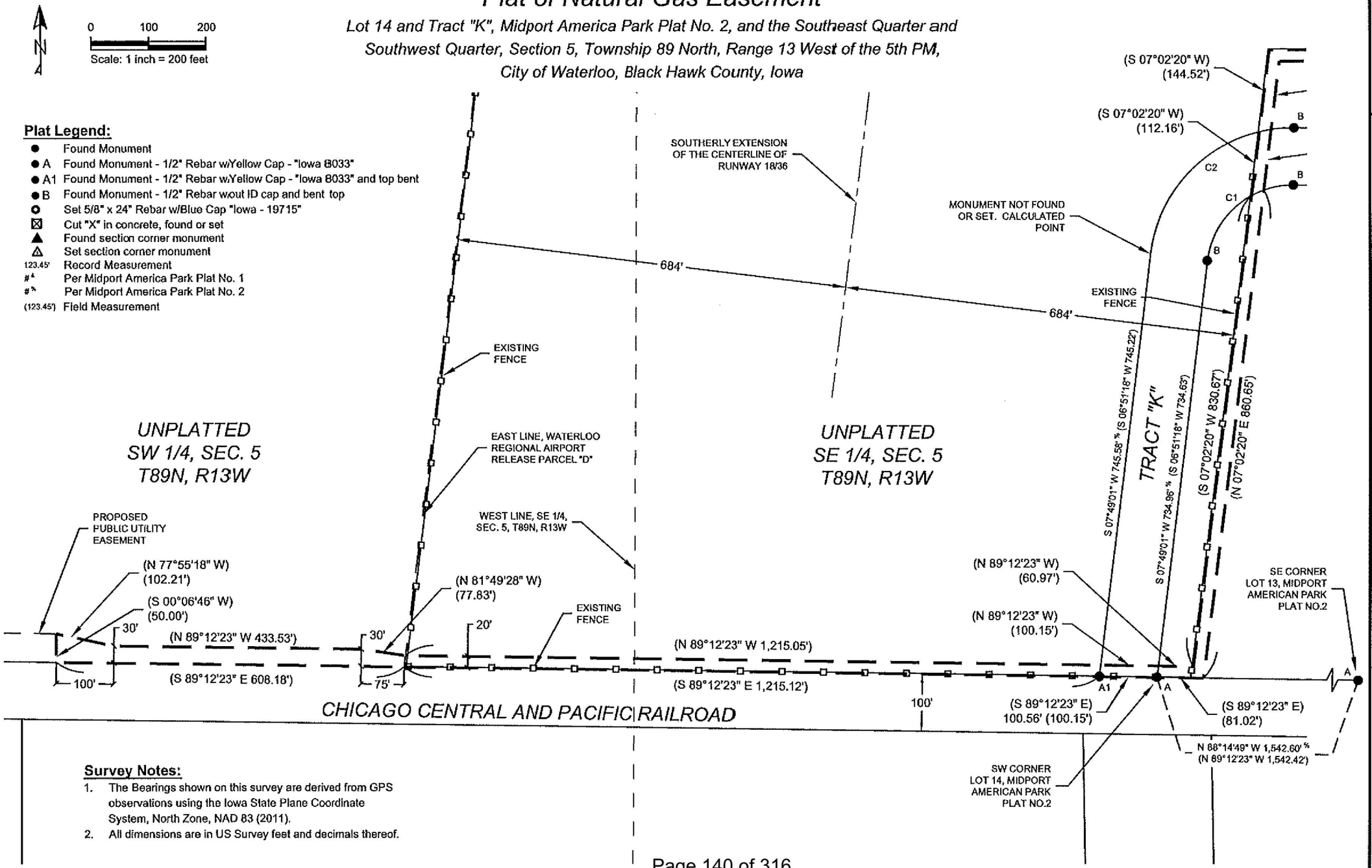
Drawn By: WWC Scale: 1" = 200'
Field Work Date: 9-8 & 9-9-2022
Date Drawn: 10-07-2022

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

William W. Castle, PLS City of Waterloo Engineering Department 715 Mulberry St, Waterloo, IA 50703 (319) 291-4312

Plat of Natural Gas Easement

Lot 14 and Tract "K", Midport America Park Plat No. 2, and the Southeast Quarter and Southwest Quarter, Section 5, Township 89 North, Range 13 West of the 5th PM, City of Waterloo, Black Hawk County, Iowa



Survey Notes:

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William W. Castle, PLS City of Waterloo Engineering Department 715 Mulberry St, Waterloo, IA 50703 (319) 291-4312

Sheet No. 3 of 3

Drawn By: WWC Scale: 1" = 200'
Field Work Date: 9-8 & 9-9-2022
Date Drawn: 10-07-2022

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

CITY OF WATERLOO

Council Communication

Resolution approving a request by the City of Waterloo to dedicate a public utility easement over a portion of the Southwest Quarter (SW 1/4) and the Northwest Fractional Quarter (FRL NW 1/4) of Section 5, Township 89 North, Range 13 West of the Fifth Principal Meridian (5th PM).

City Council Meeting: 10/17/2022
Prepared: 10/11/2022

ATTACHMENTS:

Description	Type
PUE_WL AIR AND RAIL PARK ADDITIONS	Backup Material

SUBJECT:	Resolution approving a request by the City of Waterloo to dedicate a public utility easement over a portion of the Southwest Quarter (SW 1/4) and the Northwest Fractional Quarter (FRL NW 1/4) of Section 5, Township 89 North, Range 13 West of the Fifth Principal Meridian (5th PM).
Submitted by:	Submitted By: Wayne Castle, PLS, PE, Associate Engineer
Recommended Action:	Approval
Summary Statement:	Easements are being created to allow public utilities to be installed on City property to serve the Waterloo Air and Rail Park Additions.
Expenditure Required/Source of Funds:	None

An easement for the installation and maintenance of public utilities over, under, upon, and across that portion of the Southwest Quarter (SW 1/4) and the Northwest Fractional Quarter (FRL NW 1/4) of Section 5, Township 89 North, Range 13 West of the Fifth Principal Meridian (sth PM), in the City of Waterloo, Black Hawk County, State of Iowa, and being further described as follows:
Commencing at the southwest corner of said Section 5; thence North 00°36'46" East along the west line of the Southwest Quarter of said Section 5 795.29 feet; thence South 89°23'12" East 33.00 feet to the intersection of the east right-of-way line of Leversee Road and the north right-of-way line of the Chicago, Central, and Pacific Railroad and the point of beginning of this description; thence North 00°36'4611 East along the said east right-of-way line 1,189.64 feet to the north line of Waterloo Regional Airport Release Parcel "D"; thence continuing North 00°36'46" East along the said east right-of-way line 702.33 feet to the north line of said Southwest Quarter of Section 5; thence North 00°27'22" East along the said east right-of-way line of Leversee Road 395.69 feet to the south line of Waterloo Regional Airport Release Parcel "C"; thence continuing North 00°27'22" East along the said east right-of-way line 1,338.95 feet to the south line of Lot 1, Waterloo Air and Rail Park Second Addition; thence North 89°02'45" East along the said south line 60.02 feet to a line that is 60.00 feet normally distant from and

Legal Descriptions:

parallel with the said east right-of-way line of Leversee Road; thence South 00°27'22" West long said parallel line 331.66 feet; thence South 05°52'16" East 208. 70 feet to a line that is 83.00 feet normally distant from and parallel with the said east right-of-way line of Leversee Road; thence South 00°27'22" West along said parallel line 247.58 feet; thence South 16°22'08" West 156.83 feet to a line that is 40.00 feet normally distant from and parallel with the said east right-of-way line of Leversee Road; thence South 00°27'22" West along said parallel line 247.58 feet to the south line of Waterloo Regional Airport Release Parcel "C"; thence continuing South 00°27'22" West along said parallel line 395.01 feet to the north line of the Southwest Quarter of Section 5; thence South 00°36'46" West along a line that is 40.00 feet normally distant from and parallel with the said east right-of-way line of Leversee Road 703.48 feet to the north line of Waterloo Regional Airport Release Parcel "D11; thence continuing South 00°36'46" West along said parallel line 1,146.85 feet to its intersection with a line that 50.00 feet radially distant from the north right-of-way line of the Chicago, Central, and Pacific Railroad; thence South 78°53'42" East 103.74 feet; thence South 81°36'25" East 133.69 feet; thence South 82°31'24" East 105.51 feet; thence South 85°05'36" East 103.87 feet; thence South 87°39'29" East 103.87 feet; thence North 89°46'28" East 105.87 feet to a line that is 50.00 feet normally distant from and parallel with the said north right-of-way line of the Chicago, Central, and Pacific Railroad; thence South 89°12'23" East along said parallel line 926.28 feet; thence South 00°06'46" West 50.00 feet to the said north
right-of-way line of the Chicago, Central, and Pacific Railroad, said line also coincident with the western most line of a natural gas easement; thence North 89°12'23" West along said north right-of-way line 926.87 feet; thence westerly along said north right-of-way 424.46 feet on a 2,3750.51 foot radius curve concave to the north with long chord bearing North 86°22'33" West and distance of 423.89 feet; thence northwesterly along said north right-of-way line 272.73 feet on a 2,562.07 foot radius curve concave northeasterly with long chord bearing North 80°04'55" West and distance of 272.60 feet to the point of beginning containing 251,736 square feet (5.78 acres).

Index Legend	
Location Description:	SW 1/4 & NW FRL 1/4, Section 5, T89N, R13W 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 Public Utility Easement

Southwest Quarter and Northwest Fractional Quarter,
Section 5, Township 89 North, Range 13 West of the 5th PM,
City of Waterloo, Black Hawk County, Iowa

An easement for the installation and maintenance of public utilities over, under, upon, and across that portion of the Southwest Quarter (SW 1/4) and the Northwest Fractional Quarter (FRL NW 1/4) of Section 5, Township 89 North, Range 13 West of the Fifth Principal Meridian (5th PM), in the City of Waterloo, Black Hawk County, State of Iowa, and being further described as follows:

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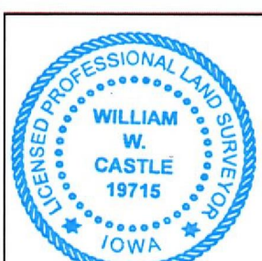
This Plat or Survey is not a division of land.

Reference: Book Page#

William W. Castle 10/10/2022

Signature of Surveyor Date



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 10/10/2022

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

Survey Notes:

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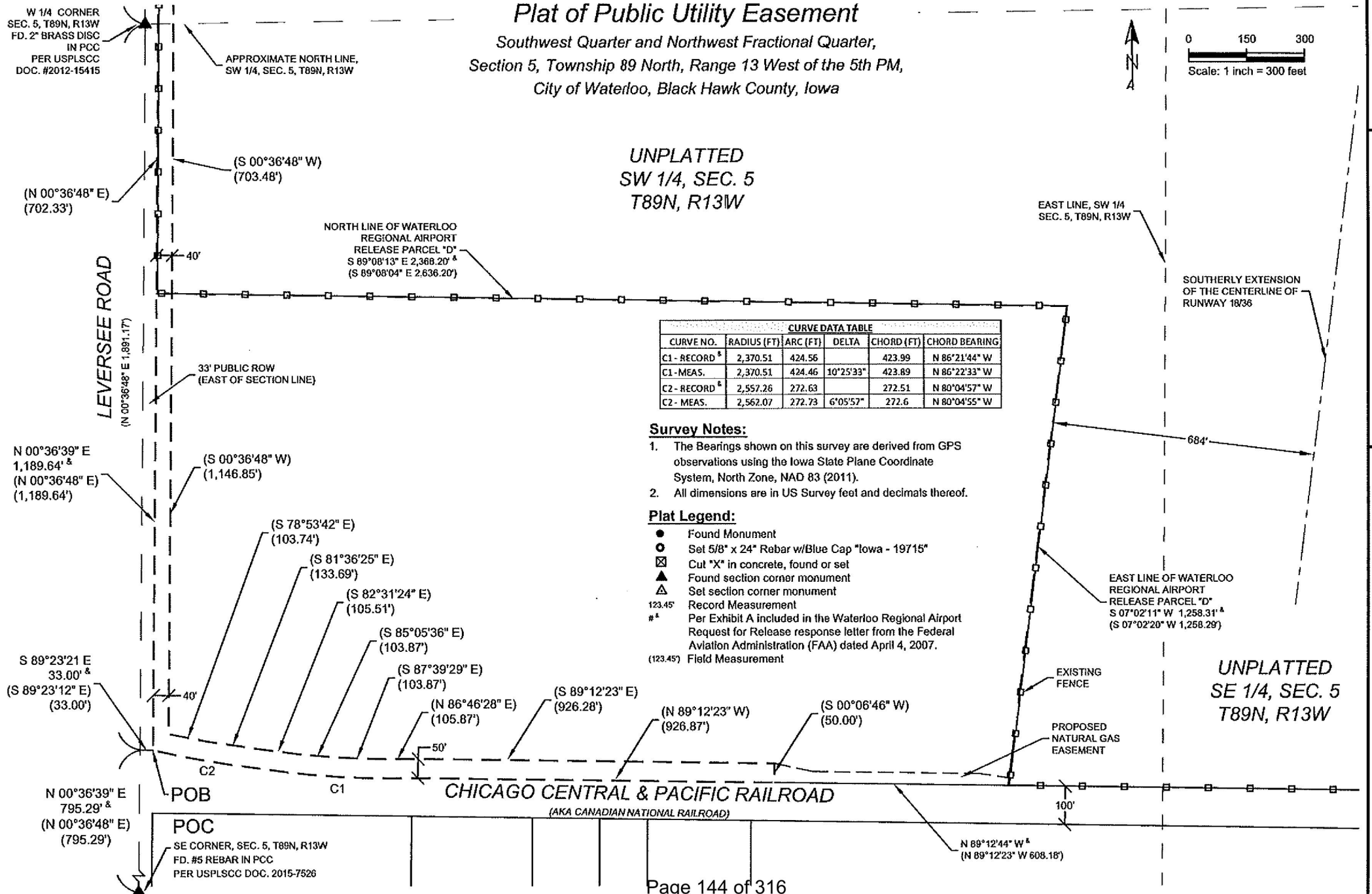
City of Waterloo Engineering Department
715 Mulberry Street, Waterloo, Iowa 50703
Phone: (319) 291-4312 Fax: (319) 291-4262

Drawn By: WWC Scale:
Field Work Date: 9-8 & 9-9-2022
Date Drawn: 10-10-2022

Plat of Public Utility Easement

Southwest Quarter and Northwest Fractional Quarter,
Section 5, Township 89 North, Range 13 West of the 5th PM,
City of Waterloo, Black Hawk County, Iowa



CURVE DATA TABLE					
CURVE NO.	RADIUS (FT)	ARC (FT)	DELTA	CHORD (FT)	CHORD BEARING
C1 - RECORD &	2,370.51	424.56		423.99	N 86°21'44" W
C1 - MEAS.	2,370.51	424.46	10°25'33"	423.89	N 86°22'33" W
C2 - RECORD &	2,557.26	272.63		272.51	N 80°04'57" W
C2 - MEAS.	2,562.07	272.73	6°05'57"	272.6	N 80°04'55" W

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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
- #& Per Exhibit A included in the Waterloo Regional Airport Request for Release response letter from the Federal Aviation Administration (FAA) dated April 4, 2007.
- (123.45') Field Measurement

Sheet No. 2 of 3

Drawn By: WWC Scale: 1" = 300'
Field Work Date: 9-8 & 9-9-2022
Date Drawn: 10-10-2022

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

William W. Castle, PLS City of Waterloo Engineering Department 715 Mulberry St, Waterloo, IA 50703 (319) 291-4312

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Plat of Public Utility Easement

Southwest Quarter and Northwest Fractional Quarter,
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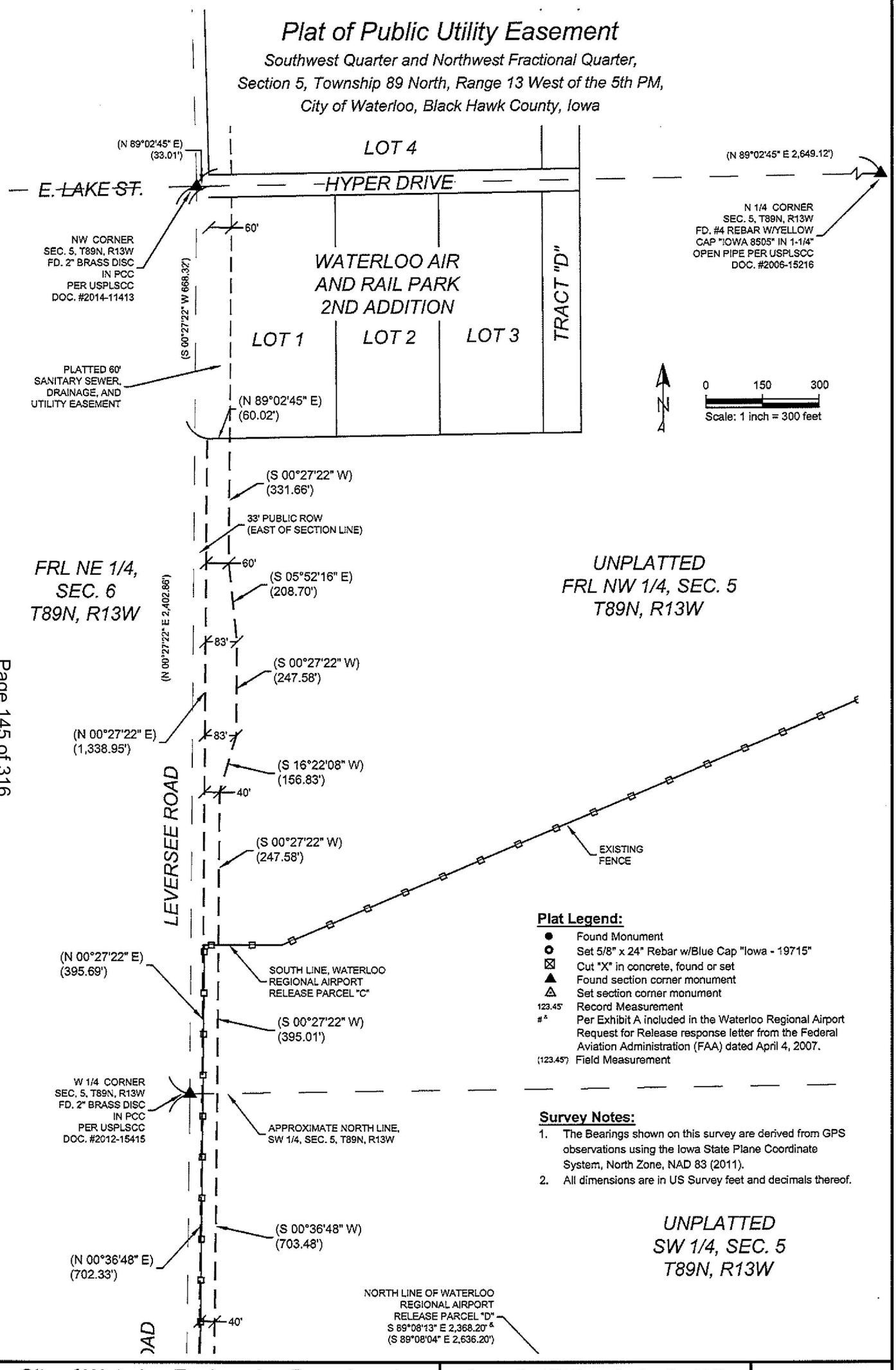

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City of Waterloo Engineering Department 715 Mulberry Street, Waterloo, Iowa 50703 Phone: (319) 291-4312 Fax: (319) 291-4262	Drawn By: WWC Scale: 1" = 300' Field Work Date: 9-8 & 9-9-2022 Date Drawn: 10-10-2022	Sheet No. 3 of 3

CITY OF WATERLOO

Council Communication

Resolution approving a Professional Services Agreement with Terracon Consultants, Inc., of Cedar Falls, Iowa, in an amount not to exceed $2,725.00, in conjunction with the FY 2020 Courtland, Jefferson, and Mulberry Streets Reconstruction Program, Contract No. 1015, and authorizing the Mayor to execute said document.

City Council Meeting: 10/17/2022
Prepared: 10/5/2022

ATTACHMENTS:

Description	Type
Cont 1015_PSA_well plugging	Backup Material

SUBJECT:	Resolution approving a Professional Services Agreement with Terracon Consultants, Inc., of Cedar Falls, Iowa, in an amount not to exceed $2,725.00, in conjunction with the FY 2020 Courtland, Jefferson, and Mulberry Streets Reconstruction Program, Contract No. 1015, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Matt Schindel, Associate Engineer
Summary Statement:	Agreement to plug the sample wells per IDNR requirements for the underground storage tank that was found on Jefferson Street during the street reconstruction. See attached agreement for Scope of Services.
Implementation, Accountability, and Communication:	
Expenditure Required/Source of Funds:	$2,725.00

CITY OF WATERLOO

Council Communication

Resolution approving a Development Agreement with KL Properties, LLC for the construction of 2,400 square foot office building and Minimum Assessment Agreement in the amount of $220,000.00, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 10/17/2022
Prepared: 9/29/2022

ATTACHMENTS:

	Description	Type
	Development Agreement	Backup Material
	Plat of Survey	Backup Material

SUBJECT:	Resolution approving a Development Agreement with KL Properties, LLC for the construction of 2,400 square foot office building and Minimum Assessment Agreement in the amount of $220,000.00, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Transmitted is a request approving a Development Agreement with KL Properties, LLC for the construction of 2,400 square foot office building and Minimum Assessment Agreement in the amount of $220,000.00. KL Properties, LLC is purchasing one half acre from Youngblut Farms, Ltd. in the amount of $1.00 and the City has a separate development agreement to repay Youngblut the cost of the half acre of land as well as purchasing the remainder of the land owned by them. The new building will be the location of a communications company that will have up to seven employees and have a nine stall parking lot. The new building will be located northeast of 3173 Titan Trail (Gubbels One Hour Heating and Cooling).
Data/Analysis and Strategies:	Economic Development
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Parcel "H" according to Plat of Survey filed 9/06/2022 as Doc. No. 2023-3984, being a part of Lot 1, Greenbelt Centre Plat No. 2, City of Waterloo, Iowa.

Preparer: Christopher S. Wendland, P.O. Box 596, Waterloo, Iowa 50704 (319) 234-5701
After recording, return to Community Planning & Development, 715 Mulberry Street, Waterloo, IA 50703.

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of _____, 2022, by and between KL Properties, L.L.C. (the "Company") and the City of Waterloo, Iowa, ("City").

RECITALS

A. In furtherance of the objectives of Iowa Code Chapter 403 (the "Urban Renewal Act"), the City is engaged in carrying out urban renewal project activities in an area known as the Martin Road Development Plan Area (the "Urban Renewal Area").

B. Company is willing and able to finance and undertake construction of a building and related improvements on property located in the Urban Renewal Area and legally described on Exhibit "A" attached hereto (the "Property").

C. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal, and the City further believes that the project is in the vital and best interests of the City and that the project and such incentives are in accordance with the public purposes and provisions of applicable State and local laws and requirements under which the project has been undertaken and is being assisted.

AGREEMENT

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

1. **Development Property.** Company owns or in currently purchasing from Youngblut Farmland, Ltd. ("Youngblut") real property located on Titan Trail, described on Exhibit "A" attached hereto (the "Property"). Company will undertake the Project (defined below) upon the Property.

2. **Improvements by Company.** Company shall construct a commercial office building consisting of approximately 2,400 square feet, and related landscaping and parking improvements (collectively, the "Improvements"). Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the urban renewal plan, and all applicable City, state, and federal building codes, and shall comply with all applicable City ordinances. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Property, the Improvements, and all site preparation and development-related work to make the Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project".

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

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

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

approved by the City; provided, however, that in any event Company shall submit Modified Plans which are approved by City prior to commencement of construction of the additional or modified Improvements.

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

4. **Timeliness of Construction.** The parties agree that Company's commitment to undertake the Project and to construct the Improvements in a timely manner constitutes a material inducement for the City to offer the incentives provided for in this Agreement, and that without said commitment the City would not do so. Company must begin construction of the Improvements within six (6) months after the date of this Agreement, and the Improvements must be Substantially Completed within twelve (12) months after the date of this Agreement (the "Completion Deadline"). For purposes of this Agreement, "Substantially Completed" means the date on which the Improvements have been completed in accordance with the Plans or Modified Plans to the extent necessary for the City to issue a certificate of occupancy relating thereto.

If Company has not, in good faith, begun the construction of the Improvements on the schedule stated above but commencement of the Project is imminent, the City's Community Planning and Development Director may, but shall not be required to, consent to an extension of time of up to six (6) months for the construction of the Improvements, and if an extension is granted but construction of the Improvements has not begun within such extended period, then any further time extensions will require consent of the City Council. If development has commenced within the required period, as the same may be extended, and is subsequently stopped or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each an "Unavoidable Delay"), the requirement that construction be completed by the Completion Deadline shall be tolled for a period of time equal to the period of Unavoidable Delay. If, after commencement of construction, construction is not Substantially Completed by the Completion Deadline, as the same may be extended, then City may terminate this Agreement as set forth in Section 12, and City shall have no further obligation under this Agreement.

5. **City Incentives.** City is entering into an agreement with Youngblut to provide to Youngblut tax rebates generated by the completed Project, which rebates shall be sufficient in amount to compensate Youngblut for the value of the Property, thereby enabling Company to purchase the Property from Youngblut for $1.00. The promises, covenants and other terms and conditions set forth in this Agreement, to be kept and performed by Company, are a material inducement for City to enter into the agreement with Youngblut, and Company acknowledges its desire that City provide

such incentives to Youngblut as consideration for Youngblut to sell the Property to Company and to facilitate Company's ability to undertake and complete the Project. Also see Section 14.

The parties agree that City is paying Youngblut $270,072.00 for the Property and a larger lot of which it is a part, all of which is currently identified as parcel no. 8813-06-226-023, also described as Lot 1, Greenbelt Centre Plat No. 2, except the Southwesterly 265 feet thereof, and that the Property comprises .5 acres of this 1.55-acre parcel, and that the corresponding value attributable to the Property is $87,125.00 (the "Deemed Value").

6. **Utilities.** Company will be responsible, at its own cost, for extending water, sewer, telephone, telecommunications, electric, gas and other utility services to any location on the Property and for payment of any associated connection fees.

7. **Minimum Assessment Agreement.** Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property. Company further agrees that prior to the date set forth in Section 2 of the Minimum Assessment Agreement (the "MAA") attached hereto as Exhibit "B" it will not seek or cause a reduction in the taxable valuation for the Property as improved pursuant to this Agreement, which shall be fixed for assessment purposes, below the amount of $220,000.00 (the "Minimum Actual Value"), through:

(a) willful destruction of the Property, the Improvements, or any part of either;

(b) a request to the assessor of Black Hawk County; or

(c) any proceedings, whether administrative, legal, or equitable, with any administrative body or court within the City, Black Hawk County, the State of Iowa, or the federal government.

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

8. **Additional Covenants of Company.** In addition to the other promises, covenants and agreements of Company as provided elsewhere in this Agreement, Company agrees as follows:

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

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

C. During construction of the Improvements and thereafter until termination of the MAA, Company will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Improvements.

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

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

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

G. During the period until termination of the MAA, Company agrees that it will make no conveyance, lease or other transfer of the Property or any interest therein that would cause the Property or any part thereof to be classified as exempt from taxation or subject to centralized assessment or taxation by the State of Iowa.

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

Chapter 403 or 404, or any other state law, of the taxation of real property included within the Property.

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

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

B. It has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

C. This Agreement has been duly and validly authorized, executed and delivered by Company and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of Company that is enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

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

E. There are no actions, suits or proceedings pending or threatened against or affecting Company in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Company or which in any manner raises any questions affecting the validity of the Agreement or Company's ability to perform its obligations under this Agreement.

F. The financing commitments, which Company will proceed with due diligence to obtain, to finance the construction of the Improvements will be sufficient to enable Company to successfully complete construction of the Improvements as contemplated in this Agreement, subject to additional costs incurred due to Unavoidable Delays.

10. **Indemnification and Releases.**

A. Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Property or resulting from any defect in the Improvements. The indemnified parties shall not be liable for, and Company shall indemnify, defend and hold such parties harmless against, any damage or injury to the persons or property of Company or its directors, officers, employees, contractors or agents, or any other person who may be about the Property or the Improvements, due to any act of negligence or willful misconduct of any person, other than any act of gross negligence or willful misconduct on the part of any such indemnified party or its officers, employees or agents.

B. Except for any willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises from any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement).

C. The provisions of this Section shall survive the expiration or termination of this Agreement.

11. **Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean any one or more of the following events that continues beyond any applicable cure periods:

A. Failure by Company to cause the construction of the Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

B. Transfer by Company of any interest (either directly or indirectly) in this Agreement without the prior written consent of City;

C. Failure by Company to pay, before delinquency, all ad valorem property taxes levied on or against the Property;

D. Failure by any party hereto to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or the MAA;

E. Company (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (4) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of Company as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Company, or part thereof, shall be appointed in any proceedings brought against Company and shall not be discharged within ninety (90) days after such appointment, or if Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to the Property.

F. Any representation or warranty made by Company in this Agreement, or made by Company in any written statement or certificate furnished by Company pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

12. **Remedies.**

A. Whenever any Event of Default in respect of Company occurs and is continuing, the City may suspend its performance under this Agreement until it receives assurances from Company, deemed adequate by City, that Company will cure its default and continue its performance under this Agreement. Before exercising such remedy, City shall give 30 days' written notice to Company of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 30 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Further, after suspension of performance in the manner set forth above, City may terminate this Agreement and exercise any and all remedies available at law, equity, contract or otherwise.

B. If Company fails to cure any Event of Default as provided in paragraph A above, then Company shall be liable to City for the Deemed Value and shall pay the Deemed Value to City upon written demand, plus interest from the date of this Agreement at the rate of 4% per annum, compounded monthly, and the reasonable attorney's fees, expenses and other collection costs incurred by City.

C. Remedies under this Agreement shall be cumulative and in addition to any other right or remedy given under this Agreement or existing at law or in equity or by statute. Waiver as to any particular default, or delay or omission in exercising any right or power accruing upon any default, shall not be construed

as a waiver of any other or any subsequent default and shall not impair any such right or power.

13. **Obligations Contingent.** Each and every obligation of City under this Agreement is expressly made subject to and contingent upon City's completion of all procedures, hearings and approvals deemed necessary by City or its legal counsel for amendment of the urban renewal plan applicable to the Property and/or project area, all of which must be completed within 180 days from the date this Agreement is approved by the City council. City hereby agrees to timely undertake and complete all such procedures, hearings and approvals so that the benefits that City promises to Company hereunder as an inducement for Company to undertake and complete the Project as set forth in this Agreement will not be lost. If such completion does not occur, then any conveyance, benefit or incentive of any type provided by City hereunder within said 180-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same. To the extent permitted by applicable law, City agrees to indemnify Company and hold it harmless from and against any claims, damages, costs, expenses or loss of value suffered by Company and arising from such revocation or repayment.

14. **Materiality of Promises, Covenants, Representations, and Warranties of Company.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

15. **Performance by City.** Company acknowledges and agrees that all of the obligations of City under this Agreement shall be subject to, and performed by City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with City's lawful authority. All covenants, stipulations, promises, agreements and obligations of City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any governing body member, officer, employee or agent of City in the individual capacity of such person.

16. **No Third-Party Beneficiaries.** No rights or privileges of any party hereto shall inure to the benefit of any contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, subcontractor, material supplier, or other person or entity shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

17. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, facsimile number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, at 121 Meadow Lane, La Porte City, Iowa 50651, Attention, Managing Member.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, (iii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful. A party may change the address for giving notice by any method set forth in this Section.

18. **No Joint Venture.** Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the City and Company, nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

19. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

20. **Severability; Reformation.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

21. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they

shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

22. **Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the parties hereto and their respective attorneys have contributed substantially and materially to the preparation of each and every provision of this Agreement.

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

24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

25. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

26. **Time of Essence.** Time is of the essence of this Agreement.

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

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

KL PROPERTIES, L.L.C.

By: Krystal L. Schmitz
Krystal L. Schmitz
Managing Member

PERSONAL GUARANTY. The undersigned, being either an officer, shareholder, manager, or member of Company, hereby agree for themselves and their heirs, personal representatives, and assigns, to unconditionally guarantee to City, its successors and assigns, the full and prompt performance by Company, its successors and assigns, of all

promises and covenants on the part of Company to be performed pursuant to the foregoing Agreement, including but not limited to the duties of indemnity set forth therein. Liability of multiple guarantors hereunder is joint and several.

Krystal L. Schmitz

EXHIBIT "A"

Legal Description of Property

Parcel "H" according to Plat of Survey filed 9/06/2022 as Doc. No. 2023-3984, being a part of Lot 1, Greenbelt Centre Plat No. 2, in the City of Waterloo, Black Hawk County, Iowa.

EXHIBIT "B"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of _____, 2022, by and among the CITY OF WATERLOO, IOWA ("City"), KL PROPERTIES, L.L.C. ("Company"), and the COUNTY ASSESSOR of the City of Waterloo, Iowa ("Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Company have entered into a development agreement (the "Development Agreement") regarding certain real property (the "Property"), described in Exhibit "A" thereto, located in the City; and

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Company will undertake the development of an area within the City and within the Martin Road Development Plan Area, including the construction of certain improvements as described in the Development Agreement (the "Minimum Improvements") on the Property (the "Project"); and

WHEREAS, pursuant to Iowa Code § 403.6, as amended, the City and the Company desire to establish a minimum actual value for the Property and the Minimum Improvements to be constructed thereon by Company pursuant to the Development Agreement, which shall be effective upon substantial completion of the Project and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum actual value of the land and buildings as to the Project only; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which the parties contemplate will be erected as a part of the Project.

NOW, THEREFORE, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Minimum Improvements by Company, the minimum actual taxable value which shall be fixed for assessment purposes for the Property and Minimum Improvements to be constructed thereon by Company as a part of the Project shall not be less than $220,000.00 (the "Minimum Actual Value") until termination of this Agreement. The parties hereto agree that construction of the Minimum Improvements will be substantially completed by the date set forth in the Development Agreement, and in any case if the Minimum Improvements are not substantially completed by December 31, 2023 the parties agree to execute an amendment to this Agreement that will extend the date specified in Section 2 below.

2. The Minimum Actual Value herein established shall be of no further force and effect, and this Minimum Assessment Agreement shall terminate, on December 31, 2034. The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

3. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property and the Minimum Improvements pursuant to the provisions of this Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Property or the Minimum Improvements by Company or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Property or the Minimum Improvements.

4. Company agrees that its obligation to make the tax payments required hereby, to pay the other sums provided for herein, and to perform and observe its other agreements contained in this Agreement shall be absolute and unconditional obligations of Company (not limited to the statutory remedies for unpaid taxes) and that Company shall not be entitled to any abatement or diminution thereof, or set off therefrom, nor to any early termination of this Agreement for any reason whatsoever.

5. Nothing herein shall be deemed to waive the Company's rights under Iowa Code § 403.6, as amended, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall the Company seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement. Nothing herein shall limit the discretion of the Assessor to assign at any time an actual value to the land and Minimum Improvements in excess of the Minimum Actual Value.

6. Company agrees that during the term of this Agreement it will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Property or the Minimum Improvements determined by any tax official to be applicable to the Property or the Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) seek any tax deferral, credit or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other state law, of the taxation of real property, including improvements and fixtures thereon, contained in the Property or the Minimum Improvements; or

(c) request the Assessor to reduce the Minimum Actual Value; or

(d) appeal to the board of review of the city, county, state or to the Director of Revenue of the State of Iowa to reduce the Minimum Actual Value; or

(e) cause a reduction in the actual value or the Minimum Actual Value through any other proceedings.

7. This Agreement shall be promptly recorded by the City with the Recorder of Black Hawk County, Iowa. The City shall pay all costs of recording.

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

9. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

10. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, including but not limited to future owners of the Project property.

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

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

By: _____
Kelley Felchle, City Clerk

KL PROPERTIES, L.L.C.

By: _____
Krystal L. Schmitz
Managing Member

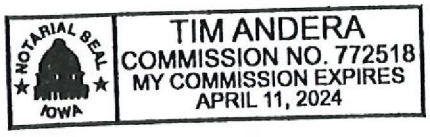
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared Quentin Hart and Kelley Felchle, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

_____
Notary Public

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

Subscribed and sworn to before me on SEPTEMBER 29, 2022 by Krystal L. Schmitz as Managing Member of KL Properties, L.L.C.



Notary Public

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to that land and improvements upon completion shall not be less than Two Hundred Twenty Thousand and 00/100 Dollars ($220,000.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof, subject to adjustment as provided in said agreement.

_____
Assessor for Black Hawk County, Iowa

_____
Date

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

Subscribed and sworn to before me on _____, 2022 by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

_____
Notary Public

Plat of Survey

Parcel "H"
Part of Lot 1
Greenbelt Centre Plat No. 2
Waterloo, Iowa

Index Legend
Description: NE Frl. 1/4, Section 6-T88N-R13W
Lot 1, Greenbelt Centre Plat No. 2
Surveyor: Matthew Kofta, PLS 22561
Company: VJ Engineering
1501 Technology Parkway, Suite 100
Cedar Falls, IA 50613
319-266-5829
Proprietor: Youngblut Farmland LTD
Survey Requested by: SKS Communications

Reserved for County Recorder's Use

Doc ID: 011826690002 Type: GEN
Recorded: 09/06/2022 at 02:33:25 PM
Fee Amt: $12.00 Page 1 of 2
Black Hawk County Iowa
SANDIE L. SMITH RECORDER
File 2023-00003984

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

Signature of City of Waterloo Ordinance Administrator. — Date 9/6/2022

Parcel "H" Legal Description:
The Southwesterly 353.25 feet in even width of Lot 1, Greenbelt Centre Plat No. 2, in the City of Waterloo, Black Hawk County, Iowa, except the Southwesterly 265.00 feet in even width of said Lot 1, containing 0.50 acres.

Notes:
1.) The Southeasterly line of Lot 1 was assumed to bear S35°07'53"W .
2.) Found Lot Corner Monuments are 5/8"Øx24" Rebar w/Red Cap PLS #12088, unless noted.
3.) All dimensions are in US Survey feet and decimals thereof.
4.) The error of closure is better than 1:10,000
5.) Field work was completed: 08/30/2022
6.) Parcel "H" Area: 21,777 sq. ft. = 0.50 acres
7.) Parcel Letter "H" was assigned by the Black Hawk County, Iowa Auditor's Office.

PROFESSIONAL LAND SURVEYOR
Matthew A. Kofta 22561
IOWA

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

Matthew A. Kofta, P.L.S. — Date 9-6-22
License number 22561
My license renewal date is December 31, 2022
Pages or sheets covered by this seal: 1 & 2

228097

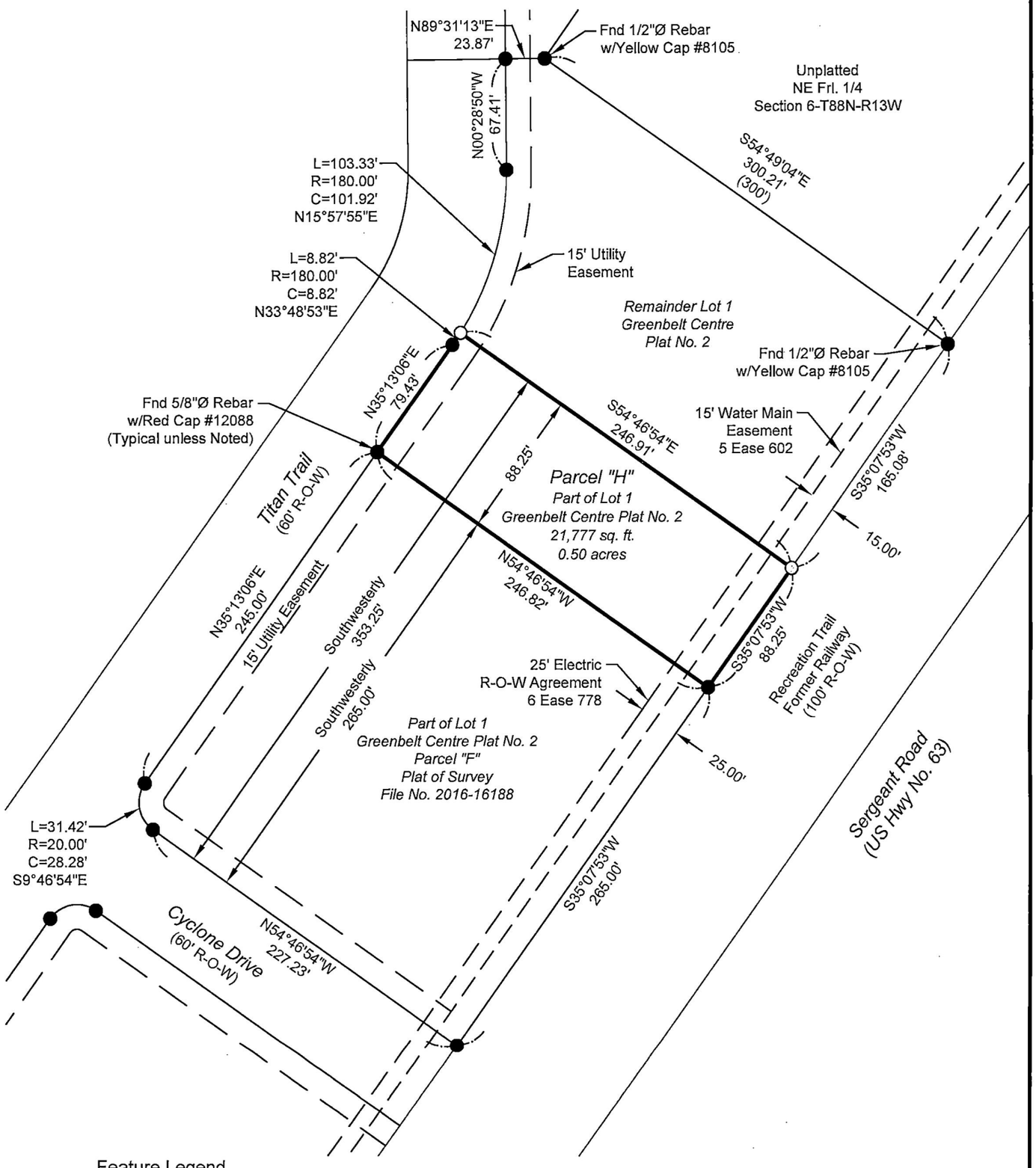
VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-266-5829

Parcel "H"
Part of Lot 1, Greenbelt Centre Plat No. 2
Waterloo, Iowa

page 1/2
scale 1"=80'
drawn by MAK
date 9/2/22

Plat of Survey

Parcel "H"
Part of Lot 1
Greenbelt Centre Plat No. 2
Waterloo, Iowa



Feature Legend

- ⊙ Set 5/8"Ø x 24" Rebar w / Orange Cap L.S. #22561
- ● Property Corner Found
- Set Section Corner
- Section Corner Found
- 100.00' Dimension of Survey
- (100.00') Dimension of Record

0 40 80 160

228097

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

Parcel "H"
Part of Lot 1, Greenbelt Centre Plat No. 2
Waterloo, Iowa

page 2/2
scale 1"=80'
drawn by MAK
date 9/2/22

CITY OF WATERLOO

Council Communication

Resolution approving an Encroachment Agreement with Gregory Schreiber to allow for an 18 foot by 24 foot garage to extend 4 feet on to an easement, located at 928 Loretta Avenue in the "R-2" One and Two Family Residence District, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 10/17/2022
Prepared: 10/4/2022

ATTACHMENTS:

	Description	Type
	City Council Packet	Backup Material

SUBJECT:	Resolution approving an Encroachment Agreement with Gregory Schreiber to allow for an 18 foot by 24 foot garage to extend 4 feet on to an easement, located at 928 Loretta Avenue in the "R-2" One and Two Family Residence District, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	The applicant is requesting the approval of an Encroachment Agreement to allow for the placement of an 18' x 24' garage to extend 4' into an easement. The lot in question is zoned "R-2" One and Two Family Residence District, and has been zoned as such since the adoption of the zoning code in 1969. Surrounding land uses and their zoning are as follows: **North, South, East, and West** – Residential Development, zoned "R-2" One and Two Family Residence District. No portion of the lot in question is located within a Special Flood Hazard Area as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 and Panel Number 0301F, dated July 18, 2011. There is overhead electric within the encroachment area. There is a 10" storm sewer and 8" sewer main underneath Loretta Avenue, but neither of these utilities are located within the encroachment area. The Future Land Use Map designates the area as Low Density Residential. The existing 14' X 20' garage was built within the easement back in 1958 before the City of Waterloo had a Planning and Zoning Department. The proposed 18' X 24' garage will be placed at the same location as the former garage. It should also be noted that there is an easement along the east and

south property lines. The location of these two 8' easements make it difficult to place a garage on the lot without an encroachment agreement.

The Technical Review Committee did not have any concerns regarding this request. MidAmerican Energy has reviewed and is ok with the proximity of the proposed garage to the overhead electric line.

There is no platting required for this request.

Therefore, staff recommends approval of the request for an encroachment agreement to allow for a garage to extend 4' into an easement, located at 928 Loretta Avenue be approved for the following reasons:

1. The request would not appear to have a negative impact on the surrounding area.
2. An existing 14' X 20' garage has been located within the existing easement since 1958.

The request will go before the Planning, Programming, and Zoning Commission at their regular meeting on October 11th. Their recommendation will be reported at the Council meeting.

The request is not anticipated to negatively impact the surrounding neighborhood or land use.

The request will not have a negative impact upon pedestrian or traffic conditions in the area.

There are no trails in the immediate area.

Neighborhood Impact:

The adjacent surrounding properties are residential that where constructed during the 1950s.

No buffers or additional screening is needed with this request.

The encroachment agreement will not affect drainage in the area.

West High is located approximately 1,400 feet to the west of the project site. Kittrell Elementary is approximately a half mile to the east of the project site.

Data/Analysis and Strategies:

Expenditure Required/Source of Funds: None

Legal Descriptions:

The West four (4) feet of North twenty-four (24) feet of the South forty-one (41) feet of the eight (8) foot easement as platted along the East line of Lot 13 of Lincoln Heights First Addition, Waterloo, Iowa.

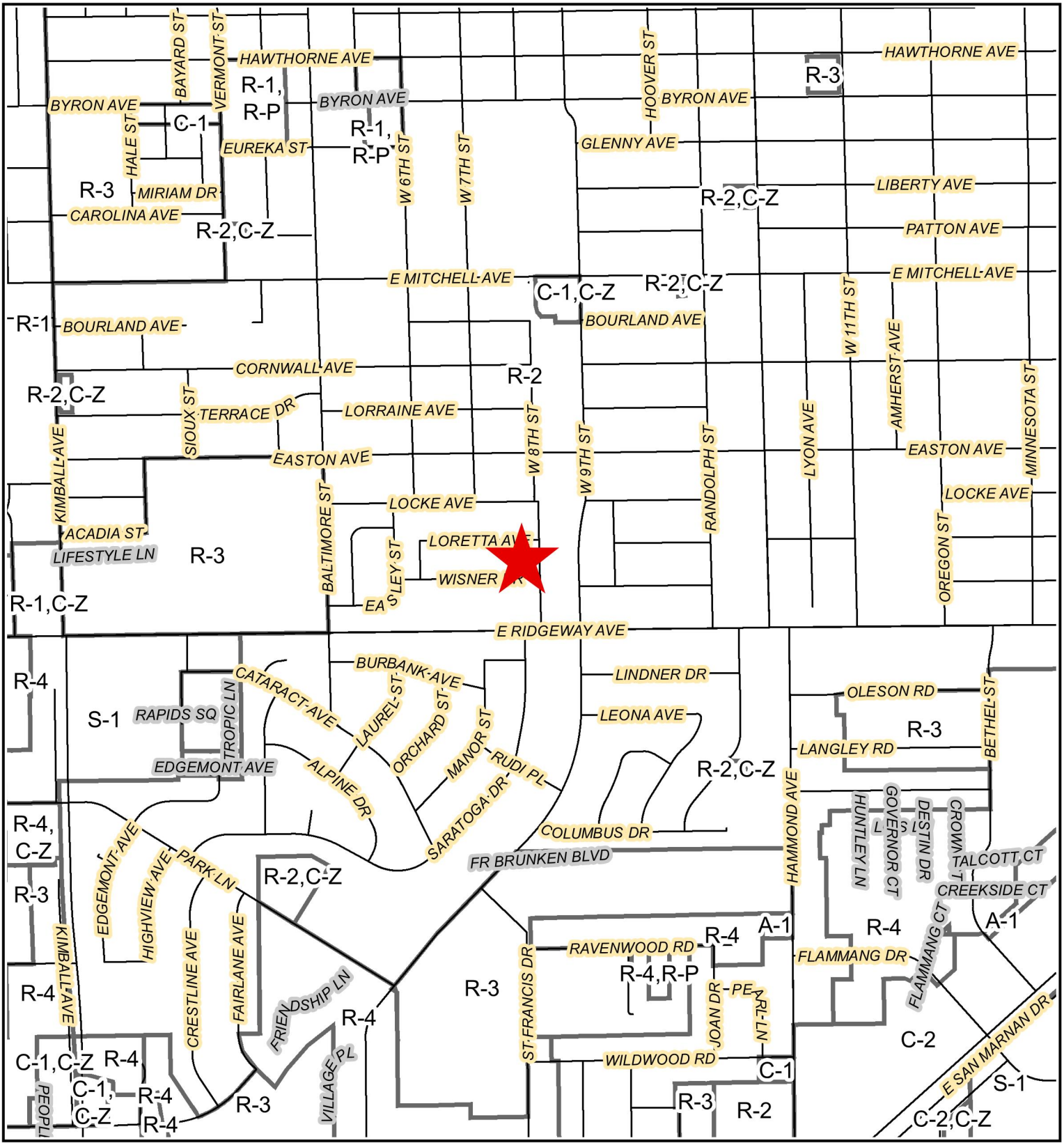
REQUEST:	Request by Gregory Schreiber for an encroachment agreement to allow for an 18’ X 24’ garage to extend 4’ into an easement, located at 928 Loretta Avenue in the “R-2” One and Two Family Residence District.
APPLICANT:	Gregory Schreiber, 928 Loretta Avenue, Waterloo, Iowa, 50702
GENERAL DESCRIPTION:	The applicant is requesting the approval of an Encroachment Agreement to allow for the placement of an 18’ x 24’ garage to extend 4’ into an easement.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request is not anticipated to negatively impact the surrounding neighborhood or land use.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The request will not have a negative impact upon pedestrian or traffic conditions in the area.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN:	There are no trails in the immediate area.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The lot in question is zoned “R-2” One and Two Family Residence District, and has been zoned as such since the adoption of the zoning code in 1969. Surrounding land uses and their zoning are as follows: **North, South, East, and West** – Residential Development, zoned “R-2” One and Two Family Residence District.
DEVELOPMENT HISTORY:	The adjacent surrounding properties are residential that where constructed during the 1950s.
BUFFERS/ SCREENING REQUIRED:	No buffers or additional screening is needed with this request.
DRAINAGE:	The encroachment agreement will not affect drainage in the area.
FLOODPLAIN:	No portion of the lot in question is located within a Special Flood Hazard Area as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 and Panel Number 0301F, dated July 18, 2011.
PUBLIC /OPEN SPACES/ SCHOOLS:	West High is located approximately 1,400 feet to the west of the project site. Kittrell Elementary is approximately a half mile to the east of the project site.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	There is overhead electric within the encroachment area. There is a 10” storm sewer and 8” sewer main underneath Loretta Avenue, but neither of these utilities are located within the encroachment area.

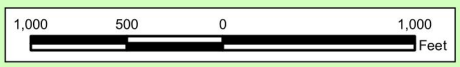
Picture 1: Home at 928 Loretta

Picture 2: 928 Loretta and adjacent property.

RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates the area as Low Density Residential.
STAFF ANALYSIS – ZONING ORDINANCE:	The existing 14’ X 20’ garage was built within the easement back in 1958 before the City of Waterloo had a Planning and Zoning Department. The proposed 18’ X 24’ garage will be placed at the same location as the former garage. It should also be noted that there are an 8’ easement along the east and south property lines. The location of these two 8’ easements make it difficult to place a garage on the lot without an encroachment agreement.
TECHNICAL REVIEW COMMITTEE:	The Technical Review Committee did not have any concerns regarding this request.
STAFF ANALYSIS – SUBDIVISION ORDINANCE:	There is no platting required for this request.
STAFF RECOMMENDATION:	Therefore, staff recommends approval of the request for an encroachment agreement to allow for a garage to extend 4’ into an easement, located at 928 Loretta Avenue be approved for the following reasons: 1. The request would not appear to have a negative impact on the surrounding area. 2. An existing 14’ X 20’ garage has been located within the existing easement since 1958. And subject to the following condition(s): 1. A signed and executed Encroachment Agreement.

City of Waterloo City Council
October 17, 2022





928 Loretta
Encroachment Agreement
Gregory Schrieber

4

City of Waterloo City Council
October 17, 2022

N
W E
S

Waterloo Iowa

928 Loretta
Enroachment Agreement
Gregory Schreiber

50 25 0 50 Feet

Prepared by: Seth Hyberger, 715 Mulberry Street, Waterloo, Iowa 50703 (319) 291-4366

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT is entered into by and between Gregory A Schreiber, hereinafter "Schreiber", and the City of Waterloo, Iowa, hereinafter "City" this _____ day of _____, 2022.

WHEREAS, Schreiber is the owner of real estate commonly known as 928 Loretta Avenue, Waterloo, Iowa 50703 and legally described as Lincoln Heights First Addition Lot 13, Waterloo, Iowa, hereinafter "Schreiber Property"; and

WHEREAS, Schreiber is proposing to construct and maintain a 18' X 24' garage, hereinafter "Garage" that encroaches approximately 4 feet into easement, hereinafter "Easement"; and

WHEREAS, Schreiber is requesting to allow said Garage within a portion of said Easement as described below "Encroachment Area"; and

WHEREAS, the City is willing to allow said Garage to encroach into said Encroachment Area as legally described as, The West four (4) feet of North twenty-four (24) feet of the South forty-one (41) feet of the eight (8) foot easement as platted along the East line of Lot 13 of Lincoln Heights First Addition, Waterloo, Iowa, subject to the following agreement regarding each party's rights.

1. Schreiber hereby recognizes and reaffirms, said Easement.

2. The City grants Schreiber the right to place and maintain said Garage in said Encroachment Area, subject to the rights of the City and/or any agency to which the City has granted a utility franchise or Right-of-Way License Agreement to and for access over, under and upon said Easement, expressly recognizing and acknowledging that any damage that occurs to said Garage will be the sole risk and expense of Schreiber including repair, removal, moving or replacement expenses. In the event that the City and/or any agency to which the City has granted a utility franchise or Right-of-Way License Agreement needs said Garage to be temporarily removed for access to said Easement, Schreiber shall remove said Garage if present and able, otherwise the City of Waterloo and/or any agency to which the City has granted a utility franchise or Right-of-Way License Agreement shall be authorized to remove said Garage and assess any costs for removal against Schreiber, or Schreiber Property.

3. The term of this agreement shall be for so long as said Garage is maintained by Schreiber, and said Garage continues to exist, and that this agreement shall automatically terminate if said Garage is removed (other than for temporary removal during replacement or repair). It is understood and agreed that this Agreement is appurtenant to the real estate and runs with the land. It is further understood and agreed that this agreement may be terminated by the City of Waterloo upon 60 days notice and order to permanently remove to Schreiber, or any transferees, successors and assigns. If responsible parties fail to remove said Garage upon termination of this agreement, the City of Waterloo is herby authorized to remove said Garage and assess costs to Schreiber, or against Schreiber Property.

4. Schreiber shall protect, defend, indemnify, and hold harmless the City and its successors and assigns and their officers, elected officials, employees, and agents, and any agency to which the City has granted a utility franchise or Right-of-Way License Agreement from any claim, damages, liability and expenses (including, but not limited to, reasonable attorney's fees and costs of litigation) of any type or nature whatsoever arising out of the use, maintenance, or removal of said Garage, including, but not limited to any damage to said Easement or said Garage. This covenant shall survive the termination of this Agreement.

5. This is the entire agreement between the parties with respect to subject matter hereof. It may be amended only in a written instrument signed by the parties. This agreement is binding upon the parties and their respective transferees, successors, heirs and assigns. Time is of the essence in observing the terms of this agreement.

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

Gregory A Schreiber

City of Waterloo

By: Quentin Hart
Its: Mayor

Attest:

Kelley Felchle, City Clerk

STATE OF Iowa)
COUNTY OF Black Hawk) SS.

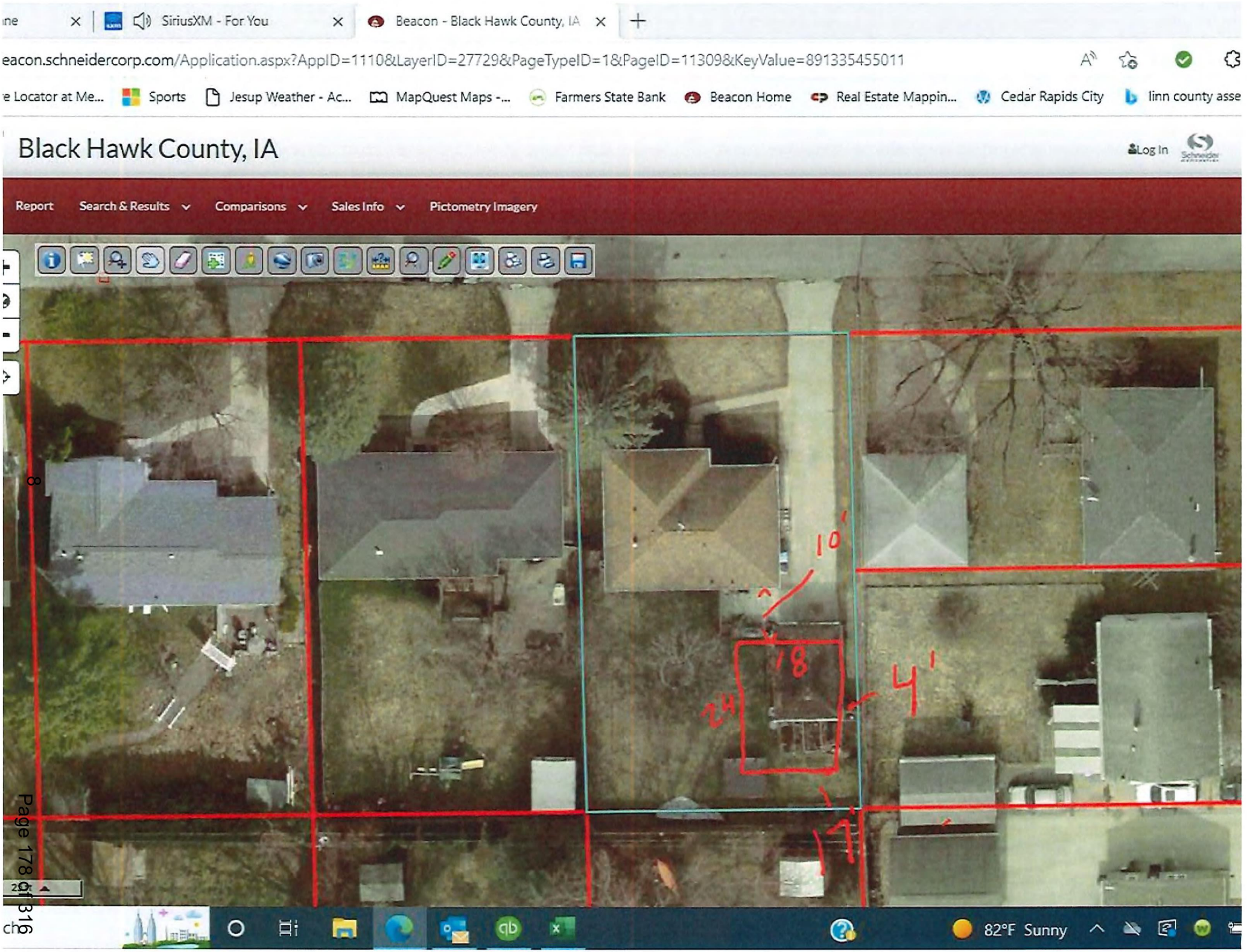
On this 5 day of October, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, Gregory A Schreiber, personally appeared to me known to be the identical person named herein and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Patricia C McGee
Notary Public

STATE OF IOWA)
COUNTY OF BLACK HAWK) SS.

This instrument was acknowledged before me on this ____ day of _____, 2022 by Quentin Hart and Kelley Felchle as Mayor and City Clerk, respectively, of the City of Waterloo.

Notary Public


SiriusXM - For You
Beacon - Black Hawk County, IA
eacon.schneidercorp.com/Application.aspx?AppID=1110&LayerID=27729&PageTypeID=1&PageID=11309&KeyValue=891335455011
Sports
Jesup Weather - Ac...
MapQuest Maps -...
Farmers State Bank
Beacon Home
Real Estate Mappin...
Cedar Rapids City
linn county asse
Black Hawk County, IA
Log In
Report
Search & Results
Comparisons
Sales Info
Pictometry Imagery
10'
18
24
4'
17'
82°F Sunny

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

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

Applicant: Gregory Schreiber Address: 928 Loretta Ave Phone No.: 319-504-2652

Email: greg.schreiber@rathjewelers.com

General Description of Property to Vacated (i.e.- alley between A St. & B St., South of C St.):

Legal description of area to be conveyed, vacated, or encroached:
Lincoln Heights First Addition Lot 13

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

   Asking price – Deductions = Value of Property: _____

   Offer Price for Entire Area: _____

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

3. **Publication and Recording Fees***: At the time a buyer(s) has been selected, all publication costs and recording fees must be paid by the applicant. Applicant shall be responsible for collecting from other buyers.
4. **Easement***: The following easement shall be retained:

   _____

5. **Other**: Please provide a site plan and/or aerial photo of the area to be vacated if the request involves additional construction as the reason for the request.

Applicant	Gregory Schreiber Print Name	8/31/2022 Date

*Not required for easement vacates sidewalk vacates or Encroachment Agreements

CITY OF WATERLOO

Council Communication

Resolution approving a request by 5 Bees, LLC Jonny B. Construction, for an appeal to the City Code requirement prohibiting vehicles from parking on the city-owned right-of-way of West 16th Street, located across West 16th Street from 1728 Black Hawk Street, to allow an approximate 20 foot by 120 foot paved area between the street and the property line.

City Council Meeting: 10/17/2022
Prepared: 10/5/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT:	Resolution approving a request by 5 Bees, LLC Jonny B. Construction, for an appeal to the City Code requirement prohibiting vehicles from parking on the city-owned right-of-way of West 16th Street, located across West 16th Street from 1728 Black Hawk Street, to allow an approximate 20 foot by 120 foot paved area between the street and the property line.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve Resolution.
Summary Statement:	The applicant is requesting to allow parking/hard surfacing along almost the entire frontage of the City right-of-way of West 16th Street along a lot they own at the southerly corner of Black Hawk Street and West 16th Street. It would appear that the request would not appear to have a negative impact on the area. Other businesses along other streets in the area appear to utilize parking in the City right-of-way and have for some time (one block to south is nearest). The proposed request could have a negative impact on traffic in the area. Allowing parking in the right-of-way would appear to create a situation where cars are forced to back out into the road. The street in question would appear to be a low traffic street without much thru-traffic as the street only has 2 thru-blocks of traffic, as most north-south traffic utilizes 18th Street. Therefore, staff recommends that the appeal to the City Code requirement prohibiting vehicles from parking on the city-owned right-of-way located between the street and property line of West 16th Street, at the southerly corner of Black Hawk Street and West 16th Street be approved for the following reasons:
Neighborhood Impact:	1. The street in question is a low traffic street with other businesses utilizing the right-of-way for parking vehicles. 2. Allowing this parking would appear to encourage infill development of a small size lot that would be difficult to develop due meeting normal parking

standards.
3. This portion of West 16th Street is a standard right-of-way, with a seal coat road without curb and gutter, allowing sufficient room for vehicles to park in the area requested, without overhanging the sidewalk or the street.

Subject to the following condition:
1. The parking area would need to graded, drained and hard surfaced per Section 10-25-2(D) of the Zoning Ordinance and meet specifications of the city engineer.
2. The parking area will not block the sidewalk or street system in the area.

Data/Analysis and Strategies: Driveway Policy

Expenditure Required/Source of Funds: None

Legal Descriptions: Lot 5 of Block 12 in Hayes Addition, City of Waterloo, Iowa

REQUEST:	Request for an appeal to the City Code requirement prohibiting vehicles from parking on the city-owned right-of-way, located between the street and property line across West 16th Street from 1728 Black Hawk Street – 5 Bees LLC (Jonny B Construction)
APPLICANT:	5 Bees LLC (Jonny B), PO Box 655 Waterloo, Iowa 50704
GENERAL DESCRIPTION:	The applicant is requesting to allow parking/hard surfacing along the entire frontage of the City right-of-way along a lot they own at the southeasterly corner of Black Hawk and West 16th Streets.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	It would appear that the request would not appear to have a negative impact on the area. Other businesses along other streets in the area appear to utilize parking in the City right-of-way and have for some time (one block to south is nearest).
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed request could have a negative impact on traffic in the area. Allowing parking in the right-of-way would appear to create a situation where cars are forced to back out into the road. The street in question would appear to be a low traffic street without much thru-traffic as the street only has 2 thru-blocks of traffic, as most north-south traffic utilizes 18th Street.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN:	The 218 Trail runs along Highway 218, two and one-half blocks south of the site in question.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The lot in question is zoned “M-1” Light Industrial District, and has been zoned as such since the institution of the City of Waterloo Zoning Ordinance in 1969. Surrounding land uses and their zoning are as follows: **North** – Commercial lots and buildings zoned “M-1” Light Industrial District **South** – Mix of Residential and Commercial zoned “M-1” Light Industrial District **East** – Commercial buildings zoned “M-1” Light Industrial District **West** – Mix of Residential and Commercial zoned “M-1” Light Industrial District
DEVELOPMENT HISTORY:	The area includes homes that were built between 1890 and 1930 and commercial business structures that were built between 1911 and 2021.
BUFFERS/ SCREENING REQUIRED:	No additional screening would be required.
DRAINAGE:	The applicants will need to ensure that the lot is properly graded, drained and hard surfaced per Section 10-25-2(D) of the Zoning Ordinance.
FLOODPLAIN:	The property in question is not a special flood hazard area and is considered to be in Zone X, protected by a levee, as indicated by

	the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 and Panel Number 0302F, dated July 18, 2011.
PUBLIC /OPEN SPACES/ SCHOOLS:	Lowell Elementary is approximately ¼ mile to the south, on the south side of Highway 218.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	There is an 8” Sanitary Sewer Line in Black Hawk Street and a 36” Storm Sewer Line running in the center of 16th Street to the alley intersection to the south of site.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as Industrial.
STAFF ANALYSIS – ZONING ORDINANCE:	The applicant is requesting an appeal to the City Code requirement prohibiting vehicles from parking on the city-owned right-of-way located between the street and property line, located at the southeast corner of Black Hawk and West 16th Streets. City Ordinance 4602 notes that parking is not permitted in the City right-of-way between the curb and sidewalk. The code goes on to say that businesses wishing to park in the City right-of-way must obtain a permit from the City Council. Previously, similar requests were treated as an appeal to the driveway width appeals in the past and first gone to the Planning and Zoning Commission before being heard by the City Council. Staff would note that there is a potential negative impact to the traffic conditions in the area as allowing parking in the City right-of-way would cause vehicles to back out onto a public road creating a situation where visibility is reduced and cars would temporary block the street. Staff would note that this section of W.16th Street is a low traffic street that is only 2 thru-blocks and runs between Jefferson and Blackhawk Streets. Most thru traffic would appear to use 18th street as it continues past both Highway 218 and the Cedar River. In a similar case in December 2016 on West 13th Street between Bluff and Commercial Streets, the Planning & Zoning Commission approved Orchard Construction to use the right of way along W. 13th Avenue for parking. Staff would note that there appears to be other businesses that utilize the City right-of-way for parking purposes along W. 16th, including one to the south with paved parking area(s) in the right-of-way. Staff worked to create a checklist of when to review such requests: 1) *The street upon which the parking is proposed is not a major thoroughfare, but is instead classified as a local street and /or is limited in length for connectivity (i.e. West 16th is only 2 blocks long in thru-locks)* 2) *There is sufficient right-of-way for proper parking designs and pedestrian movements to continue to be accommodated if necessary*

3) *The approval of the request aids infill development and Smart Growth policies for the City of Waterloo*
4) *The approval will not negatively impact access to any major infrastructure or utility needs in area (recognizing there may be utilities in many requests, so this may be oversized or arterial type lines with uniqueness for access needs)*
5) *The requested area is properly hard surfaced, drained, and graded to allow for a smooth transition from road to parking and matches or improves roadway surface*
6) *The request is compatible in design to other nearby development areas and projects*

Staff would note that allowing parking/hard surfacing in the right-of-way on low traffic streets in this area would appear to be a benefit to the development of some of the smaller infill lots located in this area. Many of the lots are smaller in size and are zoned “M-1” which does not allow new residential use. Businesses may be willing to locate on these smaller lots, but have difficulty fitting both their buildings, required parking, and stormwater and landscaping on these lots. Allowing parking in the City right-of-way in the certain situations is a tool to encourage greater infill development in this area.

STAFF ANALYSIS – SUBDIVISION ORDINANCE:

There is no platting required as a part of this request.

STAFF RECOMMENDATION:

Therefore, staff recommends that the appeal to the City Code requirement prohibiting vehicles from parking on the city-owned right-of-way located between the street and property line, located at the southeast corner of Black Hawk and West 16th Streets be approved for the following reasons:

1. The street in question is a low traffic street with other businesses utilizing the right-of-way for parking vehicles.
2. Allowing this parking would appear to encourage infill development of a small size lot that would be difficult to develop due meeting normal parking standards.
3. This portion of West 16th Street is a standard right-of-way, with a seal coat road without curb and gutter, allowing sufficient room for vehicles to park in the area requested, without overhanging the sidewalk or the street.

Subject to the following condition:

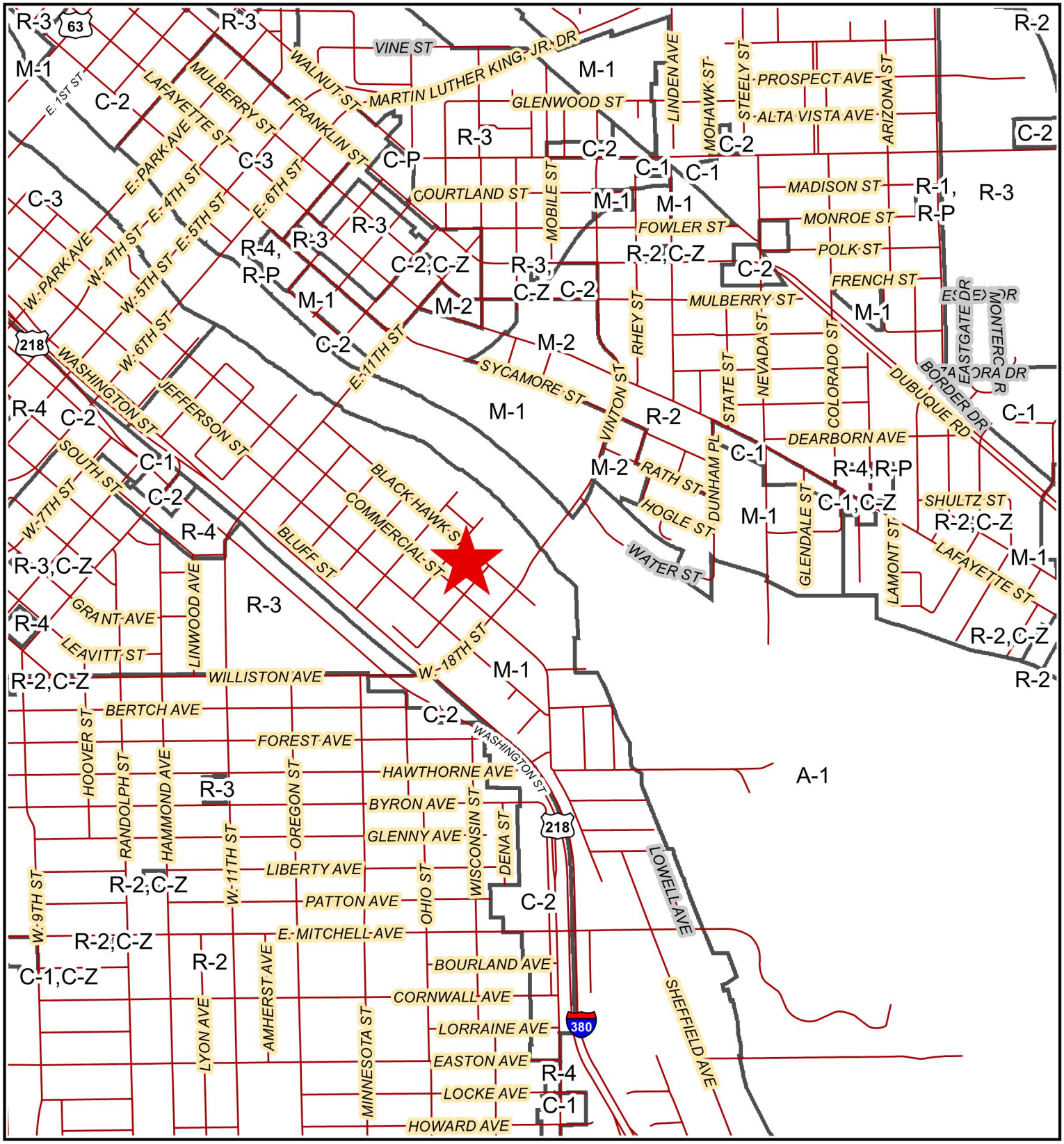
1. The parking area would need to graded, drained and hard surfaced per Section 10-25-2(D) of the Zoning Ordinance and meet specifications of the city engineer.
2. The parking area will not block the sidewalk or street system in the area.

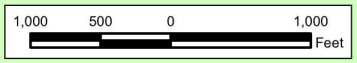
Picture 1: Looking from Black Hawk Street.

Picture 2: Looking southwest from the corner of West 16th and Black Hawk Streets

Picture 3: Looking east from alley behind property with area requested for parking along 16th.

City of Waterloo Planning, Programming and Zoning Commission
September 13, 2022





North of 1808 Black Hawk Street
Parking Appeal
5 Bees LLC

City of Waterloo Planning, Programming and Zoning Commission
September 13, 2022

North of 1808 Black Hawk Street
Parking Appeal
5 Bees LLC

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.

City of Waterloo

Property Line
Building - 45' x 120'
Pavement

0 10 20 30 40
Feet

LEGAL DESCRIPTION
Lot 5 in Block 12 in Hayes' Addition to the town of Waterloo, Iowa.

BENCH MARK: 101.82
NE BOLT TOP FLANGE OF
FIRE HYDRANT

EXISTING 36"Ø STORM SEWER

EXISTING 36"Ø STORM SEWER

STORM SEWER MANHOLE
CONNECTION 6"Ø PVC
INVERT: 93.70 OR BELOW

EXISTING
SEAL-COAT PAVEMENT

ST ST ST ST ST

REMOVE & REPLACE
21.2 SY PAVEMENT
w/6" RAP w/2" HMA

W. 16th STREET
(66' R.O.W.)

97.68EX

98.85EX

EXISTING
UTILITY POLE
(TYPICAL)

98.89

15.43'

98.95

99.23

99.29

99.65

140.1'

10.1'

SEE SHEET S.01
FOR SIDEWALK DETAILS

PROTECT OUTLET
STRUCTURE UNTIL
VEGETATIVE
STABILIZATION
HAS OCCURRED

ALL DOWNSPOUTS FACING
W. 16th STREET TO BE
TILED TO DETENTION POND

126.65 LIN. FT. OF 6"Ø DRAIN TILE @ 0.9%

PROPOSED GRADE
(TYPICAL)

EXISTING
ROCK ALLEY

1 TON RIP-RAP
OUTLET PROTECTION

PROPOSED P.C.C. PAVEMENT
428 SQ. YDS.

SEE SHEET M.03
FOR SECTIONS

60.15'

56.10'

PROPOSED 45'x120' BUILDING
FLOOR ELEVATION: 99.65

60.1'

PROPOSED CONTOUR
(TYPICAL)

EXISTING
P.C.C. SIDEWALK

PROPOSED DETENTION POND
100 YEAR STORM: 1,005 CU. FT. STORAGE

EXISTING PROPERTY
LINE

EXISTING CONTOUR
(TYPICAL)

PROPOSED
VALLEY

EXISTING P.C.C. PAVEMENT
(REMOVE AS NECESSARY)

99.78EX

99.46EX

18.0'

2.0'

INSTALL BOLLARD
IF DRIVEWAY APPROACH
IS NOT REMOVED

98.40

5.0'

140.0'

99.50

5.0'

99.28EX

99.78EX

99.64EX

EXISTING GRADE
(TYPICAL)

EXISTING
P.C.C. PAVEMENT

EXISTING
P.C.C. PAVEMENT

ALLEY
(33' R.O.W.)

BLACK HAWK STREET
(80' R.O.W.)

0' 7.5' 15' 30'
SCALE: 1" = 15'

PROJECT NO. 22-222
DRAWN NAME: 22-222-DETENTION
DATED DRAWN: 09/16/2022
DATED REVISED: 10/04/2022
DRAWN BY: JPH

APPLICATION FOR OTHER REQUEST

CITY OF WATERLOO PLANNING, PROGRAMMING,
AND ZONING COMMISSION
WATERLOO, IOWA
319.291.4366

1. APPLICATION INFORMATION:

a. Type of application (please describe): _Paving of R.O.W. in order to access new building_____

_____

b. Applicant's name (please print): ___5 Bees LLC_____

_____

Address:_P.O. Box 655

_____Phone:__319-290-5222_____Fax:_____

_

City:_____Waterloo

_____State:____IA_____Zip:__50704_____

Email:

c. Status of applicant: (a) Owner_X___ (b) Other_____(CHECK ONE): If other explain:_____

d. 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:___SE corner of Blackhawk St. and W 16th St.

_____

_____

b. Legal description of property:_Hayes Addition Lot 5 block 12

_____

_____

_____

_____

Dimensions of Property Boundary (Excluding Right of Way):_____140' X 60'_____

c. Area of Property (Excluding Right of Way): ___8,400 SF_____

d. Current zoning:_____

e. Reason(s) for request and proposed use(s) of property:__Building of new large storage units with access from W 16th St.

_____

_____

_____

f. Conditions (if any) agreed to:_____

_____

_____

h. Other pertinent information (use reverse side if necessary):__This practice has been used and approved in many locations within this neighborhood. _____

_____

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 this request).

The filing fee of **$100** (payable to the City of Waterloo) is required. **This fee is non-refundable**. Under no condition shall said sum or any part thereof be refunded for failure of said request 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. 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: 9-14-22

Signature of Owner — Date: 9-14-22

CITY OF WATERLOO

Council Communication

Resolution amending the original resolution, approved on August 17, 2020, said Resolution Approving and Authorizing a Loan and Disbursement Agreement with the Iowa Finance Authority and Authorizing and Providing for the Issuance of Taxable Sewer Revenue Capital Loan Note, Series 2020B, in order to provide for the funding of a sponsored project under the terms of a new note to be issued in the principal amount of $4,861,743.40.

City Council Meeting: 10/17/2022
Prepared: 10/5/2022

ATTACHMENTS:

	Description	Type
	Resolution	Backup Material
	Note 2022E Sewer SRT Sponsored Project	Backup Material
	C1101RT Balance Final with Sponsored Project	Backup Material
	Sponsored Project Loan & Disbursement Agreement Amendment	Backup Material
	Letter of instruction	Backup Material

SUBJECT:	Resolution amending the original resolution, approved on August 17, 2020, said Resolution Approving and Authorizing a Loan and Disbursement Agreement with the Iowa Finance Authority and Authorizing and Providing for the Issuance of Taxable Sewer Revenue Capital Loan Note, Series 2020B, in order to provide for the funding of a sponsored project under the terms of a new note to be issued in the principal amount of $4,861,743.40.
Submitted by:	Submitted By: Bridgett Wood, Finance Manager
Summary Statement:	This resolution would allow us to exchange the approved Series 2020B SRF Note for a new note (Series 2022E) at a lower interest rate.

ITEMS TO INCLUDE ON AGENDA

CITY OF WATERLOO, IOWA

$4,861,743.40 Taxable Sewer Revenue Capital Loan Notes, Series 2022E (Sponsored Project)

- Resolution Amending the Original Resolution, approved on August 17, 2020, said Resolution Approving and Authorizing a Loan and Disbursement Agreement with the Iowa Finance Authority and Authorizing and Providing for the Issuance of Taxable Sewer Revenue Capital Loan Note, Series 2020B, in Order to Provide for the Funding of a Sponsored Project Under the Terms of a new Note to be Issued in the Principal Amount of $4,861,743.40.

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

October 17, 2022

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

_____

Absent: _____

Vacant: _____

* * * * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION AMENDING THE ORIGINAL RESOLUTION, APPROVED ON AUGUST 17, 2020, SAID RESOLUTION APPROVING AND AUTHORIZING A LOAN AND DISBURSEMENT AGREEMENT WITH THE IOWA FINANCE AUTHORITY AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE SEWER REVENUE CAPITAL LOAN NOTE, SERIES 2020B, IN ORDER TO PROVIDE FOR THE FUNDING OF A SPONSORED PROJECT UNDER THE TERMS OF A NEW NOTE TO BE ISSUED IN THE PRINCIPAL AMOUNT OF $4,861,743.40", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

_____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

Resolution No. _____

RESOLUTION AMENDING THE ORIGINAL RESOLUTION, APPROVED ON AUGUST 17, 2020, SAID RESOLUTION APPROVING AND AUTHORIZING A LOAN AND DISBURSEMENT AGREEMENT WITH THE IOWA FINANCE AUTHORITY AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE SEWER REVENUE CAPITAL LOAN NOTE, SERIES 2020B, IN ORDER TO PROVIDE FOR THE FUNDING OF A SPONSORED PROJECT UNDER THE TERMS OF A NEW NOTE TO BE ISSUED IN THE PRINCIPAL AMOUNT OF $4,861,743.40

WHEREAS, the Issuer previously issued its Taxable Sewer Revenue Capital Loan Note, Series 2020B, dated September 4, 2020, in the amount of $5,138,000 ("Original Note"), pursuant to a Loan and Disbursement Agreement between Issuer and the Iowa Finance Authority, dated of like date (the "Agreement"), for the purpose of defraying the costs of the Project (as defined in the resolution authorizing issuance of the same (hereinafter the "Resolution")); and

WHEREAS, upon completion of the Project contemplated by the Original Note, the final loan was $4,446,743.40; and

WHEREAS, the Issuer has been approved by the Iowa Finance Authority and the Department of Natural Resources for a "sponsored project" amendment to the Original Note for a water restoration project described below ("Sponsored Project") to be funded under the terms of a new Series 2022E Note in the principal amount of $4,861,743.40, bearing interest at the rate of 0.750% ("New Note"); and

WHEREAS, the Iowa Finance Authority has requested that the Original Note be exchanged for the New Note, reflecting the additional amount allocated for the Project; and

WHEREAS, pursuant to notice published as required by law, this Council has previously held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the Issuer and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed $500,000 Taxable Sewer Revenue Capital Loan Notes to evidence the obligations of the Issuer under said amended Loan and Disbursement Agreement for the Sponsored Project, for the purpose of providing funds to pay costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with a Clean Water SRF Water Restoration Sponsored Project, which includes improvements to an existing bioswale in the Westdale subdivision and associated work, and considered the extent of objections received from residents or property owners as to said proposal; and

WHEREAS, a Sponsored Project Loan and Disbursement Agreement Amendment (hereinafter the "Amendment") has been prepared to reflect said interest rate reduction and additional loan amount, a copy of which is attached hereto as Exhibit A; and

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

Section 1. That the Resolution is hereby amended to reflect the interest rate reduction to 0.75% per annum on the new principal amount of $4,861,743.40 from and after June 1, 2022 for the remainder of the life of the New Note. Debt service on the New Note is the same as debt service on the Original Note, accordingly, parity coverage is not affected.

Section 2. That the Amendment in substantially the form attached to this Resolution and the New Note are hereby authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The New Note shall be exchanged for the Original Note.

Section 3. Except as amended herein, all of the other terms and conditions of the Resolution and Agreement are in all respects ratified, confirmed and approved and shall remain in full effect.

PASSED AND APPROVED this 17th day of October, 2022.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned City Clerk of the City of Waterloo, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2022.

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

(SEAL)
02106780-1\11310-151

EXHIBIT "A"

SPONSORED PROJECT LOAN & DISBURSEMENT AGREEMENT AMENDMENT

REGISTERED **REGISTERED**
Certificate No. R-2 **Principal Amount $4,861,743.40**

UNITED STATES OF AMERICA
STATE OF IOWA
COUNTY OF BLACK HAWK
CITY OF WATERLOO
TAXABLE SEWER REVENUE CAPITAL LOAN NOTE
SERIES 2022E
(SPONSORED PROJECT AMENDMENT)

Interest Rate	Final Maturity Date	Note Amendment Date
0.75%	June 1, 2040	November 18, 2022

The City of Waterloo, Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of FOUR MILLION EIGHT HUNDRED SIXTY-ONE THOUSAND SEVEN HUNDRED FORTY THREE DOLLARS AND FORTY CENTS in lawful money of the United States of America, on the maturity dates and in the principal amounts set forth on the amended Debt Service Schedule attached hereto and incorporated herein by this reference, with interest on said sum from the date of each advancement made under a certain Sponsored Project Loan and Disbursement Agreement Amendment ("Amendment"), dated as of the date hereof until paid at the amended rate of 0.75% per annum, from December 1, 2022 and semiannually thereafter on the 1st day of June and December in each year. As set forth in the attached Debt Service Schedule, principal shall be payable on June 1, 2023 and annually thereafter on the first day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2040. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said amended Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined and attached hereto based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Iowa Water Pollution Control Works Financing Program. Payment of principal and interest of this Note shall at all times conform to said amended Debt Service Schedule and the rules of the Iowa Water Pollution Control Works Financing Program.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

THE HOLDERS OF THE BONDS SHOULD TREAT THE INTEREST AS SUBJECT TO FEDERAL INCOME TAX.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa, as amended, for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with the Dry Run Creek Interceptor Project and costs associated with a Clean Water SRF Water Restoration Sponsored Project, which includes improvements to an existing bioswale in the Westdale subdivision and associated work, and evidences amount payable under a certain Sponsored Project Loan and Disbursement Agreement Amendment dated as of the date hereof, in conformity to an Amended Resolution of the City Council of the Issuer duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional Notes of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Amendment and Amended Resolution.

This Note is subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of Iowa Finance Authority or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of this Note may be made from any funds regardless of source, in

whole or from time to time in part, in inverse order of maturity, by lot by giving thirty (30) days' notice of redemption by written notice, to the Iowa Finance Authority (or any other registered owner of the Note). This Note is also subject to mandatory redemption as set forth in Section 5 of the Agreement.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the City Treasurer, Waterloo, Iowa, or the interim appointed thereof, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Note Resolution.

This Note and the series of which it forms a part, Outstanding Obligations, and any Additional Obligations which may be hereafter issued and outstanding from time to time on a parity with said Notes, as provided in the Resolution and Loan and Disbursement Agreement of which notice is hereby given and which are hereby made a part hereof, are payable from and secured by a pledge of the Net Revenues of the municipal sewer system utility (the "System" or “Municipal Sewer System”), as defined and provided in said Resolution. There has heretofore been established and the City covenants and agrees that it will maintain just and equitable rates or charges for the use of and service rendered by said System in each year for the payment of the proper and reasonable expenses of operation and maintenance of said System and for the establishment of a sufficient sinking fund to meet the principal of and interest on this series of Notes, and other obligations ranking on a parity therewith, as the same become due. This Note is not payable in any manner by taxation and under no circumstances shall the City be in any manner liable by reason of the failure of said Net Revenues to be sufficient for the payment hereof.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, the Issuer by its City Council, has caused this Note to be signed by the manual signature of its Mayor and attested by the manual signature of its City Clerk, with the seal of said City impressed hereon, and authenticated by the manual signature of an authorized representative of the Registrar, the City Treasurer, the City of Waterloo, Iowa, all as of the 18th day of November, 2022.

Date of authentication: _____

CITY OF WATERLOO, STATE OF IOWA

This is one of the Notes described in the within mentioned Resolution, as registered by the City Treasurer

By: _____
Mayor

City Treasurer, Registrar (or interim)

ATTEST:

By: _____
Authorized Signature

By: _____
City Clerk

(SEAL)

Registrar and Transfer Agent: Finance Director (or interim)
Paying Agent: Finance Director (or interim)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

_____

_____
(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED)_____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or Note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - ..... Custodian .....
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE ABOVE LIST

Estimated Amortization Schedule

City of Waterloo
Sewer Revenue Bond
CS-1920807-01 (C1101RT) & WRR19-010

Loan summary

Final Maturity Date	Jun 1, 2040	
Loan Period in Years	18	
Annual Interest Rate	0.75%	Eff 6.1.22
Total Interest	$ 352,336.85	
Servicing Fee Rate	0.25%	
Total Servicing Fees	$ 117,445.62	
Total Loan Costs	$ 476,032.47	

5,331,525.87

Estimated Draw Schedule

Initiation Fee -	Jun 1, 2022	
P & D Payoff -	Jun 1, 2022	
Balance -	Jun 1, 2022	3,961,804.12
Draw -	Jun 24, 2022	484,939.28
SP Init Fee -	Nov 18, 2022	2,075.00
SP - Est. Draw -	Nov 18, 2022	412,925.00
Total Loaned Amount		4,861,743.40

Payment Date	Beginning Balance	Principal	Interest	Servicing Fee	Total Loan Payment	Total Annual Debt Service	Ending Balance
Dec 1, 2022	4,446,743.40		16,442.92	5,480.97	21,923.89		4,446,743.40
Jun 1, 2023	4,861,743.40	251,743.40	18,343.93	6,114.64	276,201.97	298,125.86	4,610,000.00
Dec 1, 2023	4,610,000.00		17,287.50	5,762.50	23,050.00		4,610,000.00
Jun 1, 2024	4,610,000.00	254,000.00	17,287.50	5,762.50	277,050.00	300,100.00	4,356,000.00
Dec 1, 2024	4,356,000.00		16,335.00	5,445.00	21,780.00		4,356,000.00
Jun 1, 2025	4,356,000.00	257,000.00	16,335.00	5,445.00	278,780.00	300,560.00	4,099,000.00
Dec 1, 2025	4,099,000.00		15,371.25	5,123.75	20,495.00		4,099,000.00
Jun 1, 2026	4,099,000.00	259,000.00	15,371.25	5,123.75	279,495.00	299,990.00	3,840,000.00
Dec 1, 2026	3,840,000.00		14,400.00	4,800.00	19,200.00		3,840,000.00
Jun 1, 2027	3,840,000.00	261,000.00	14,400.00	4,800.00	280,200.00	299,400.00	3,579,000.00
Dec 1, 2027	3,579,000.00		13,421.25	4,473.75	17,895.00		3,579,000.00
Jun 1, 2028	3,579,000.00	263,000.00	13,421.25	4,473.75	280,895.00	298,790.00	3,316,000.00
Dec 1, 2028	3,316,000.00		12,435.00	4,145.00	16,580.00		3,316,000.00
Jun 1, 2029	3,316,000.00	265,000.00	12,435.00	4,145.00	281,580.00	298,160.00	3,051,000.00
Dec 1, 2029	3,051,000.00		11,441.25	3,813.75	15,255.00		3,051,000.00
Jun 1, 2030	3,051,000.00	267,000.00	11,441.25	3,813.75	282,255.00	297,510.00	2,784,000.00
Dec 1, 2030	2,784,000.00		10,440.00	3,480.00	13,920.00		2,784,000.00
Jun 1, 2031	2,784,000.00	269,000.00	10,440.00	3,480.00	282,920.00	296,840.00	2,515,000.00
Dec 1, 2031	2,515,000.00		9,431.25	3,143.75	12,575.00		2,515,000.00
Jun 1, 2032	2,515,000.00	271,000.00	9,431.25	3,143.75	283,575.00	296,150.00	2,244,000.00
Dec 1, 2032	2,244,000.00		8,415.00	2,805.00	11,220.00		2,244,000.00
Jun 1, 2033	2,244,000.00	273,000.00	8,415.00	2,805.00	284,220.00	295,440.00	1,971,000.00
Dec 1, 2033	1,971,000.00		7,391.25	2,463.75	9,855.00		1,971,000.00
Jun 1, 2034	1,971,000.00	275,000.00	7,391.25	2,463.75	284,855.00	294,710.00	1,696,000.00
Dec 1, 2034	1,696,000.00		6,360.00	2,120.00	8,480.00		1,696,000.00
Jun 1, 2035	1,696,000.00	277,000.00	6,360.00	2,120.00	285,480.00	293,960.00	1,419,000.00
Dec 1, 2035	1,419,000.00		5,321.25	1,773.75	7,095.00		1,419,000.00
Jun 1, 2036	1,419,000.00	279,000.00	5,321.25	1,773.75	286,095.00	293,190.00	1,140,000.00
Dec 1, 2036	1,140,000.00		4,275.00	1,425.00	5,700.00		1,140,000.00
Jun 1, 2037	1,140,000.00	282,000.00	4,275.00	1,425.00	287,700.00	293,400.00	858,000.00
Dec 1, 2037	858,000.00		3,217.50	1,072.50	4,290.00		858,000.00
Jun 1, 2038	858,000.00	284,000.00	3,217.50	1,072.50	288,290.00	292,580.00	574,000.00
Dec 1, 2038	574,000.00		2,152.50	717.50	2,870.00		574,000.00
Jun 1, 2039	574,000.00	286,000.00	2,152.50	717.50	288,870.00	291,740.00	288,000.00
Dec 1, 2039	288,000.00		1,080.00	360.00	1,440.00		288,000.00
Jun 1, 2040	288,000.00	288,000.00	1,080.00	360.00	289,440.00	290,880.00	0.00

SPONSORED PROJECT LOAN & DISBURSEMENT AGREEMENT AMENDMENT

This Sponsored Project Loan and Disbursement Agreement Amendment is entered into this 18th day of November 2022 by and between the City of Waterloo, State of Iowa ("Issuer") and Iowa Finance Authority ("IFA").

WHEREAS, the Issuer previously issued its Taxable Sewer Revenue Capital Loan Note, Series 2020B, dated September 4, 2020, in the amount of $5,138,000 ("Original Note"), pursuant to a Loan and Disbursement Agreement between the Issuer and the Iowa Finance Authority, dated of like date (the "Agreement"), for the purpose of defraying the costs of the Project (as defined in the resolution authorizing issuance of the same (hereinafter the "Resolution")); and

WHEREAS, upon completion of the Project contemplated by the Original Note, the final loan was $ 4,446,743.40; and

WHEREAS, the Issuer has been approved by the Iowa Finance Authority and the Department of Natural Resources for a "sponsored project" amendment to the Original Note for a water restoration project, described in the Amending Resolution ("Sponsored Project"), to be funded under the terms of a new Series 2022E Note adding $415,000 of principal in the aggregate principal amount of $4,861,743.40 ("New Note") and bearing interest at the rate of 0.75%; and

WHEREAS, the Participant has entered into a Water Resource Restoration Sponsored Project Performance Agreement (the “Performance Agreement”) with the Iowa Department of Natural Resources, an agency of the State of Iowa (the “Department”), to ensure that the Project (as defined in the Performance Agreement) is constructed in accordance with the applicable design checklist and plans and specifications as approved by the Department; and

WHEREAS, the Iowa Finance Authority has requested that the Original Note be exchanged for the New Note, reflecting the additional amount allocated for the Project.

NOW, THEREFORE, the parties agree as follows:

1. IFA hereby tenders the Original Note to the Issuer for cancellation and accepts delivery of the New Note of the Issuer in the principal amount of $4,861,743.40 and bearing interest at the rate of 0.75%.

2. IFA hereby consents to the amendment of the Resolution authorizing the issuance of the Original Note to reflect the increased principal amount of the New Note, the new interest rate of 0.75%, and the additional purposes to which the proceeds shall be applied, and all other conforming amendments that may be necessary to reflect the modified terms of payment.

3. The Original Note is hereby cancelled and from and after the date hereof the parties shall be bound by the terms of the New Note, the principal and interest repayment schedule being as shown on Exhibit A attached hereto.

4. The original Loan and Disbursement Agreement by and between Issuer and IFA dated as of September 4, 2020 shall also be amended to reflect a principal amount of $4,861,743.40, bearing a rate of interest of 0.75% from June 1, 2022, and incurring an additional Initiation Fee of $2,075. All other terms and provisions set forth in the original Loan and Disbursement Agreement (including provisions applicable to loan forgiveness, as applicable), except as amended hereof, shall be ratified and confirmed.

Section 5. The Participant hereby confirms compliance with the Performance Agreement and agrees the Issuer may enforce and raise the interest rate of the Loan to the initial rate of interest to ensure compliance by the Participant with the Performance Agreement and in accordance with the Original Agreement.

CITY OF WATERLOO, STATE OF IOWA

By: _____
Quentin Hart, Mayor

ATTEST:

By: _____
Kelley Felchle, City Clerk

IOWA FINANCE AUTHORITY

By: _____

Its: _____

EXHIBIT A

02106781-1\11310-151

AHLERS COONEY
ATTORNEYS

Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com

Kristin B. Cooper
515.246.0330
kcooper@ahlerslaw.com

October 3, 2022

VIA E-MAIL

Kelley Felchle
City Clerk
715 Mulberry
Waterloo, Iowa 50703

Re: Waterloo, Iowa – Taxable Sewer Revenue Capital Loan Notes (State of Iowa Revolving Loan Fund Sponsored Project Amendment)

Dear Kelley:

Attached are suggested Council proceedings which approve loan documents concerning the increase in the principal amount of the Taxable Sewer Revenue Capital Loan Note, Series 2020B, in order to provide funding for the Sewer Revenue Sponsored Project. The Council actions approving the Sponsored Project consist of the following:

1. Resolution amending the original resolution which approved the Series 2020B SRF Note, approving new loan documents, and authorizing the exchange of the original Series 2020B Note for a New Note.

2. Sponsored Project Loan and Disbursement Agreement Amendment, providing for the exchange of the original Series 2020B Note for the New Note at the new lower interest rate.

3. New Sewer Revenue Capital Loan Note, Series 2022E which will be exchanged for the original Series 2020B Note. Iowa Finance Authority has suspended the requirement to receive physical Notes. Please print and execute a copy on regular copy paper and scan it to us.

Please execute and return all documents to my office and also provide scans to sball@ahlerslaw.com. We will coordinate with IFA to effectuate the exchange of the Original Note for the New Note on November 18, 2022. The City can commence drawing on the additional principal amount, in accordance with standard IFA disbursement procedures at that time as well.

Should you have any questions, please don't hesitate to call.

Very truly yours,

Ahlers & Cooney, P.C.

Kristin Billingsley Cooper
FOR THE FIRM

KBC:seb
Enclosures
cc: LeAnn Even, Deputy City Clerk, City of Waterloo (via email w/ encl.)
Nancy Higby, Administrative Secretary, City of Waterloo (via email w/encl.)
Randy Bennett, Public Works Division Manager (via email w/ encl.)
Kim Bahr, Financial Analyst (via email w/ encl.)
Maggie Burger/Charlotte Nielsen, Speer Financial (via email w/encl.)

02106782-1\11310-151

CITY OF WATERLOO

Council Communication

Resolution authorizing an exception to the City of Waterloo's Purchasing Policy to approve the purchase of one (1) 2021 (Demo) Curb Roller CM4000 w/Profile 2 Standard Drum in the amount of $8,500.00 and one (1) 2019 (Used) Curb Roller HP1300 Hydra Pack Generator in the amount of $4,395.00 from Star Equipment, LTD of Waterloo, Iowa.

City Council Meeting: 10/17/2022
Prepared: 10/11/2022

ATTACHMENTS:

Description	Type
quote	Backup Material

SUBJECT:	Resolution authorizing an exception to the City of Waterloo's Purchasing Policy to approve the purchase of one (1) 2021 (Demo) Curb Roller CM4000 w/Profile 2 Standard Drum in the amount of $8,500.00 and one (1) 2019 (Used) Curb Roller HP1300 Hydra Pack Generator in the amount of $4,395.00 from Star Equipment, LTD of Waterloo, Iowa.
Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager
Recommended Action:	Approve Resolution
Summary Statement:	The Curb Roller with the Hydra Pack Generator allows the crew to establish a uniform curb (example is the curb along W. 4th St. across from the Convention Center).
Expenditure Required/Source of Funds:	$12,895.00 Total for the Curb Roller and Generator GO Bond Funding - 420-19-7100-2117

QUOTATION

STAR EQUIPMENT LTD

CONSTRUCTION EQUIPMENT DISTRIBUTORS
SALES-SERVICE-RENTAL

1401 2nd Avenue, Des Moines, IA 50314 515/283-2215 * 800/369-2215 * Fax 515/283-0295
2950 6th Street SW, Cedar Rapids, IA 52404 319/365-5139 * 800/728-5139 * Fax 319/365-6726
2625 W Airline Hwy, Waterloo, IA 50703 319/236-6830 * 800/791-9249 * Fax 319/236-6834
2100 E. Lincoln Way, Ames, IA 50010 515/233-9500 * Fax 515/233-9505

Acct 13994

Matt Boquist
Waterloo Street Department
625 Glenwood Street
Waterloo, IA 50703

Quote: 22629
Date: 09-23-2022
Email: Matt.boquist@waterloo-ia.org
Phone: 319-291-4445

QTY	Description	List Price	Contractor Price
1	**Used** 2021 Curb Roller CM4000 w/ Profile 2 Standard Drum: • 2-Way Variable Speed Control - Adjustable Guide Ring • Hydraulically Driven - 3~5gpm @ 2250psi Required • All Standard Equipment plus: Profile 2 Standard Drum: 24~32"L - 6" Curb Height & Curb Tool Assembly	ID #: CR2381	$8,500.00
1	**Used** 2019 Curb Roller HP1300 Hydra Pack Generator: • 13hp Honda GX390 Gas Engine - 11g Hydraulic Tank • Two Way Flow 5~8gpm w/ Adjustable psi - Max 2250psi • 13" Solid Poly No-Flat Tires - All Standard Equipment	ID #: HP1805	$4,395.00

Note: Units currently on rental order # 411544 – rent will be forgiven if purchased before invoicing on 10-12-2022.

FOB Point: Waterloo, IA
Terms Due Upon Receipt of Invoice

Sub Total	*$12,895.00*
PDI	None
Sales Tax	Exempt
Sub Total	*$12,895.00*
Freight	None
Total	**$12,895.00**

Estimated delivery after receipt of order (in possession).
Quotation for acceptance within 10 days.

Subject to Prior Sale and Management Approval
STAR EQUIPMENT, LTD
Territory: 55

By _____ Date _____

By Jake Madsen (319) 533-0576

CITY OF WATERLOO

Council Communication

Resolution approving a Professional Services Agreement with AECOM Technical Services, Inc., for design services for pavement rehabilitation to Runway 12/30; Taxiway Alpha East; and, Taxiway Echo at the Waterloo Regional Airport, in an amount not to exceed $106,600.00, via future FAA Grant No. FAA-AIP-3-19-0094-053, and authorizingh the Mayor to execute said document.

City Council Meeting: 10/17/2022
Prepared: 10/11/2022

ATTACHMENTS:

Description	Type
PSA Agreement for Design of Runway 12-30, Alpha East and Echo	Backup Material

SUBJECT:	Resolution approving a Professional Services Agreement with AECOM Technical Services, Inc., for design services for pavement rehabilitation to Runway 12/30; Taxiway Alpha East; and, Taxiway Echo at the Waterloo Regional Airport, in an amount not to exceed $106,600.00, via future FAA Grant No. FAA-AIP-3-19-0094-053, and authorizingh the Mayor to execute said document.
Submitted by:	Submitted By: Keith Kaspari, Airport Director
Recommended Action:	Approve the agreement as requested by Staff. This agreement should now allow AECOM, as ALO's Consulting Engineer, to begin the design phase for a rehabilitation of Runway 12/30; Taxiway Alpha East; and, Taxiway Echo. Since ALO has targeted the completion of two projects for the 2023 construction season, this is the FAA's second of two project priorities for ALO. The purpose of this specific project, is for the FAA-approved use and application of a Pavement Preservative to extend the service lives on these three surfaces (especially Runway 12/30).
Summary Statement:	This material should by, providing some flexibility into the actual pavement, and thereby extend the surface life of these three surfaces - and for Runway 12/30, extend the life-cycle until we can as an airport operator / airport owner, program local funds and FAA Discretionary Funding, for a series of phased and much more extensive Runway rehabilitation project. Example: Full-Depth for a Full-Runway Length and Full-Runway Width of an extensive Mill and Overlay. Additionally, and for this runway looking into the future, a Concrete "White Topping" should be considered, such as the project on Runway 18/36 during

	the CY-2010 project for a Tiger or Stimulus funded project.
Neighborhood Impact:	Not applicable for this request from Staff.
Data/Analysis and Strategies:	Pending the completion and approval by the FAA of a Construction Safety and Phasing Plan, these above aircraft surfaces will need to be closed - and most likely in a phased approach, until all surfaces can be reopened for aircraft operations.
Implementation, Accountability, and Communication:	For this specific project, Staff will need to allow AECOM surveyors and related project engineers, to conduct a surface analysis and evaluation of all pavement areas on the runway and taxiways to ascertain approximations of crack-seal maintenance that will need to be performed, prior to the completion of final project design. Proper notification will be submitted to all aircraft tenants regarding the construction schedule and estimated calendar number of days for surface (Runway or Taxiway) closure.
Community Engagement Methods:	As such, they will then need to adjust their aircraft operations schedules accordingly. While there will undoubtedly be impacts to airport / airside tenants, Staff and AECOM will do our best, and pending any unforeseen weather delays, to minimize as best we can to keep the impacts to a minimum, but keep the project on schedule.
Expenditure Required/Source of Funds:	For this project, ALO is planning on spending ALO's annual AIP Entitlement funds from the FAA's Airport Improvement Program (AIP). Locally, ALO and the City of Waterloo will need to providing a match of 10-percent for all funds received via the above AIP Grant - No: 53. FAA prefers that we bid this project and the Alpha West project together. Staff agrees as to hopefully ALO will see the benefit of economies of scale when bidding two projects that have an estimated cost of on or about $4,000,000.
Alternative:	No project alternatives were considered as this project continues to allow Staff to perform airside pavement rehabilitation or reconstruction services to aircraft movement areas.
Legal Descriptions:	Not Applicable for this request by Staff.

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

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

PAVEMENT REHABILITATION 2023
FAA AIP 3-19-0094-053

WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

Project Description - See Attached Exhibit A, Scope of Services

Scope of Services - See Attached Exhibit A, Scope of Services

Compensation

Compensation for services for this project shall be a cost-plus fixed fee not to exceed One Hundred Six Thousand Six Hundred Dollars ($106,600.00). See attached Exhibit B, Consultant Cost Summary.

General Conditions

Except as specifically amended by this Individual Project Agreement, Services shall be provided in accordance with the Consultant Services Agreement for the Waterloo Regional Airport, entered between AECOM Technical Services, Inc. ("ATS") and the City of Waterloo ("Client") dated February 4, 2020. The conditions in the attached Exhibit C, Federal Contract Provisions for A/E Agreements, shall replace Exhibit B, Federal Provisions of the Professional Services Agreement.

APPROVED:
CITY OF WATERLOO, IOWA

By_____
Quentin M. Hart, Mayor

Date_____

APPROVED:
AECOM TECHNICAL SERVICES, INC.

By_____
Douglas W. Schindel, P.E.
Associate Vice President

Date October 10, 2022

EXHIBIT A
SCOPE OF SERVICES

PAVEMENT REHABILITATION 2023
FAA AIP 3-19-0094-053

WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

I. Project Description

The project will rehabilitate Runway 12/30 at its full length and width of 8,399' x 150' except the area within the Runway 18/36 runway safety area (approximately 700' x 150'), Taxiway E from Taxiway A to Runway 30, and Taxiway A east (from Taxiway B to Runway 12/30). The rehabilitation will include joint and crack sealing in the pavements, installation of a gilsonite pavement penetrating sealant and pavement markings.

It is anticipated that design and construction of this project will be funded in part with Federal funds received through the above listed Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant.

II. Scope of Services

The work to be performed by ATS shall encompass and include detailed work, services, materials, equipment and supplies necessary to provide preliminary design, develop final plans, develop specifications, provide construction cost estimates and provide bidding services. Work is divided into the following tasks:

1. Pre-Design Conference. This task consists of a pre-design conference called by the Client and held between the Client, ATS and the FAA. The pre-design conference will be conducted by conference call. The purpose of this conference is to discuss various items relating to design parameters, airport safety, routing of aircraft and equipment, sequencing of construction operations, environmental considerations and civil rights requirements. ATS will prepare and distribute an agenda and the minutes of this meeting. The minutes will document the requirements set forth in this pre-design conference. The ATS project manager will be in attendance.

2. Data Collection and Review. This task consists of the collection of existing data applicable to this project and related to the proposed work site. Record drawings of completed projects, 2017 Pavement Management Report, and utility information will be compiled as background information for the project.

3. Subsurface Information. No subsurface investigation will be completed as part of this rehabilitation project.

4. Field Survey. This task will be completed by ATS. This task consists of a field survey to collect the following information to assist in the preparation of the plans for the project:

    - inventory of joints and cracks along with severity levels
    - Inventory of pavement distresses and severity

5. Base Mapping and Digital Terrain Model. Base mapping for this project will be prepared based on record drawings of previous projects and aerial mapping.

6. Preparation of Design Plans for Pavement Rehabilitation. This task consists of the preparation of the final design plans for this project. Plans will be prepared in compliance with current FAA requirements in effect at the time the plans are prepared. This task includes the preparation of the following sheets to be submitted at the 90% and final submittals:

    1) Title Sheet
    2) Legend, General Notes, Schedule of Drawings and Quantities, and Seal
    3) General Project Layout
    4) Construction Safety and Operations Plan
    5) Runway 12/30 Phasing Plan (Phase 1 - Runway 12/30 Closure)
    6) Taxiway Phasing Plan (Phase 2 - Taxiway E and Taxiway A East to North General Aviation Ramp - Work Outside the Runway 12/30 Safety Area)
    7) Taxiway Phasing Plan (Phase 3 - Taxiway A East from Terminal Apron to North General Aviation Ramp)
    8) Pavement Rehabilitation Plan - Runway 12/30
    9) Pavement Rehabilitation Plan - Runway 12/30
    10) Pavement Rehabilitation Plan - Runway 12/30
    11) Pavement Rehabilitation Plan - Taxiway E
    12) Pavement Rehabilitation Plan - Taxiway A East
    13) Pavement Joint and Crack Repair Plan - Runway 12/30
    14) Pavement Joint and Crack Repair Plan - Runway 12/30
    15) Pavement Joint and Crack Repair Plan - Runway 12/30
    16) Pavement Joint and Crack Repair Plan - Runway 12/30
    17) Pavement Joint and Crack Repair Plan - Runway 12/30
    18) Pavement Joint and Crack Repair Plan - Taxiway E
    19) Pavement Joint and Crack Repair Plan - Taxiway E
    20) Pavement Joint and Crack Repair Plan - Taxiway A East
    21) Pavement Joint and Crack Repair Plan - Taxiway A East
    22) Pavement Repair Details
    23) Pavement Repair Details
    24) Pavement Marking Plan - Runway 12/30
    25) Pavement Marking Plan - Runway 12/30
    26) Pavement Marking Plan - Runway 12/30
    27) Pavement Marking Plan - Runway 12/30
    28) Pavement Marking Plan - Taxiway E
    29) Pavement Marking Plan - Taxiway A East
    30) Pavement Marking Details
    31) Pavement Marking Details

7. Project Manual. This task consists of the preparation of the project manual for the project. The technical specifications and corresponding contract documents will be in compliance with Advisory Circular (AC) 150/5370-10H. The project manual will be submitted electronically with track changes being shown for the 90% submittal. The final bid set of the project manual will have all track changes accepted.

8. Construction Safety and Phasing Plan. This task consists of the preparation of a separate Construction Safety and Phasing Plan (CSPP) in accordance with AIP Sponsor Guide Section 960 and AC 150/5370-2G. The draft CSPP will be submitted to FAA for review. A final CSPP will be prepared and submitted that will

address comments received. The final CSPP will be submitted as a stand-alone PDF and included in an appendix of the project manual.

9. Airspace Submittal. This task consists of preparation and submittal of FAA 7460-1 forms electronically through the FAA's OEAAA website for temporary construction items, including contractor's staging area, access routes, work areas limits and construction equipment. Air space forms will be submitted during design phase of project once element locations are defined for FAA determinations to be received prior to anticipated construction start. Prior to making the 7460-1 submittal, plans showing the study point shall be provided for FAA review.

10. Estimate of Probable Construction Cost. This task consists of the preparation of a detailed estimate of construction costs based upon the detailed plans and specifications.

    This statement of probable construction cost prepared by ATS represents ATS's best judgment as a design professional at the time the estimate is drawn. It is recognized, however, that neither ATS nor the Client has any control over the cost of labor, materials or equipment; over the contractor's method of determining bid prices; or over competitive bidding or market conditions. Accordingly, ATS cannot and does not guarantee that bids will not vary from any statement of Probable Construction Cost or other cost estimates prepared by ATS.

11. Engineer's Design Report (EDR). This task consists of the preparation of an EDR in accordance with the AIP Sponsor Guide Section 920 effective at the time of the agreement. The EDR will be submitted to the Client and FAA for review and comments at 90%. Written responses will be provided to Client and FAA comments. The EDR will consist of the following parts and sections:

    Part A - Overview of the Proposed Project

    1. Purpose and Need
    2. General Scope of Work
    3. Project Schedule

    Part B - Existing Site Conditions

    1. Existing Site Conditions
    2. Utilities in the Work Area
    3. Geotechnical Investigation
    4. Fleet Mix

    Part C - Proposed Improvements

    1. Design Standards
    2. Geometric Improvements
    3. Drainage Improvements
    4. Geotechnical Investigation
    5. Pavement Subdrains
    6. Pavement Design
    7. Pavement Markings
    8. Airfield Signage
    9. Airfield Lighting
    10. NAVAIDs

11. Miscellaneous Work Items
12. Overview of Construction Safety and Phasing
13. Notice of Proposed Construction for Airport Airspace Analysis
14. Client Requested Modifications to Standards

Part D - Airport Documentation

1. Update Airport Master Record (FAA Form 5010-1)
2. Update Airport Layout Plan Set
3. Update Airport Diagram
4. Update Airport Part 139 Sign and Marking Plan

Part E - Project Financials

1. Life Cycle Cost Analysis
2. Delineation of AIP Non-Participating Work
3. Project Budget
4. Engineers Estimate of Probable Construction Cost
5. DBE Participation

Appendices

12. Update Airfield Guidance Sign Plan. Not included.

13. Update Airport Layout Plan. Not included.

14. Update 2017 Pavement Management Plan. Not included.

15. Quality Review. This task consists of the quality review of work elements on the project. During the course of this project, quality reviews will be conducted by senior technical personnel that are not directly involved in the project. QC reviews shall be conducted on submittals and comments addressed prior to submitting to the Client and FAA.

16. Conferences and Meetings. This task consists of conferences and meetings that will be attended by ATS for the purpose of coordination with the Client, information exchange and general understanding of the status and direction of the project. It is anticipated that an on-site field meeting will be held during design, and a meeting will be held with the Client around the time of the 90% submittal. ATS will prepare agendas and minutes for all formal meetings.

17. Bid Assistance. This task consists of assisting the Client in advertising for bids, conducting the bid opening on-site, providing answers and interpretation of the bid documents to questions from bidders, analyzing the bids received, and preparing a recommendation of award to the Client. The following documents will be provided to the FAA as part of this task:

    1) Pre-Bid Conference Agenda and Minutes
    2) Addenda
    3) Tabulation of Bids, Spreadsheet and PDF
    4) Bid Proposal Form and Surety's POA
    5) BA Certification Forms
    6) DBE Utilization Statement, Letter of Intent Form and Certification by State DOT, or GFE documentation if no DBE participation proposed

7) ATS Analysis of Bids and Recommendation of Award Letter to Client
8) Client's Recommendation of Award Letter to FAA (prepared by Client)

18. Grant Application. This task consists of assisting the Client in preparation of the AIP grant application in accordance with ARP SOP 6.00 that will consist of the following elements:

1) SF-424, Application for Federal Assistance
2) Form 5100-100 (Parts II, III and IV)
3) Project Cost Breakdown
4) Project Sketch
5) Client's Certifications (Six Total)

The grant application is due to the FAA no later than May 2, 2023.

19. Design Administration. This task consists of office administration and coordination of the project. Interoffice meetings, general day-to-day administrative responsibilities, and typing of interoffice memoranda and minutes of meetings are included in this task. This task includes preparation and submittal of the following:

		Plans			Project Manual		EDR		CSPP
Submittal	Organization	Full Size 22"x36"	Half Size 11"x17"	PDF 11"x17"	Hard Copy	PDF	Hard Copy	PDF	PDF
90%	FAA			PDF		PDF		PDF	PDF
	Client		2	PDF	2	PDF	2	PDF	PDF
	ATS		2	PDF	2	PDF	2	PDF	PDF
Final	FAA			PDF		PDF		PDF	PDF
	Client		2	PDF	2	PDF	2	PDF	PDF
	ATS		2	PDF	2	PDF	2	PDF	PDF
Issued for Bid	FAA			PDF		PDF			
	Client		2	PDF	2	PDF			
	ATS		2	PDF	2	PDF			
	Plan Rooms	4			4				
	Bidders	14			14				
Total Hard Copies		18	12		30		8		

EDR = Engineer's Design Report
CSPP = Construction Safety and Phasing Plan
HC = Hard copy
PDF = Adobe Acrobat PDF

The FAA and Client will receive PDF and Word versions of the responses to review comments of 90% Submittal.

Exhibit B

Pavement Rehabilitation 2023

Waterloo Regional Airport
Waterloo, Iowa

FAA AIP 3-19-0094-053

Engineering Services

Consultant Cost Summary

I. Direct Labor Cost

Category	Hours	Rate/Hour	Amount	
Senior Professional	74	$96.75	$7,159.50	
Project Professional	68	$72.40	$4,923.20	
Staff Professional	190	$52.70	$10,013.00	
Professional	162	$31.90	$5,167.80	
CADD Operator II	48	$37.45	$1,797.60	
CADD Operator I	210	$24.00	$5,040.00	
Senior Technician	40	$43.60	$1,744.00	
Technician	40	$30.35	$1,214.00	
Project Support	64	$36.55	$2,339.20	$39,398.30
	896			

II. Payroll Burden and Overhead Costs 128.43% $50,599.24

III. Direct Project Expenses

Category	Units	Rate/Unit	Amount	
Mileage	1200	0.625	750.00	
Per Diem	0	50.00	0.00	
Lodging	0	90.00	0.00	
B/W Copies	10,000	0.06	600.00	
Color Copies	3000	0.22	660.00	
Plan Copier	100	0.50	50.00	
EDM Equipment	0	12.50	0.00	
GPS Equipment	0	25.00	0.00	
Miscellaneous, Other			1,000.00	$3,060.00

IV. AECOM Estimated Actual Costs $93,057.54
Rounded $93,100.00

V. Subcontract Expense $0.00

VI. Estimated Actual Costs $93,100.00

VII. Fixed Fee (15% of Items I & II) Rounded $13,500.00

VIII. Maximum Amount Payable $106,600.00

Pavement Rehabilitation 2023

Waterloo Regional Airport
Waterloo, Iowa

FAA AIP 3-19-0094-053

Engineering Services

Staff Hour Estimate

Item No.	Description	Senior Prof	Project Prof	Staff Prof	Prof	CADD Operator II	CADD Operator I	Senior Technician	Technician	Project Support	Totals
1	Pre-Design Conference	4									4
2	Data Collection and Review			8	8		8			8	32
3	Subsurface Information										0
4	Field Survey			40				40	40		120
5	Base Mapping & Digital Terrain Model			8		8	8				24
6	Preparation of Design Plans for Pavement Rehabilitation										0
	1) Title Sheet						2				2
	2) Legend, General Notes, Schedule of Drawings and Quantities, Seal			8	8	8	8				32
	3) General Project Layout				8		8				16
	4) Construction Safety and Operations Plan		8		8	12	12				40
	5) Runway 12/30 Phasing Plan (Phase 1 - Runway 12/30 Closure)		4	8			16				28
	6) Taxiway Phasing Plan (Phase 2 - Taxiway A East to north General Aviation Ramp and Taxiway E - work outside of the Runway 12/30 Runway Safety Area)		8	16		12	12				48
	7) Taxiway Phasing Plan (Phase 3 - Taxiway A East from Terminal Apron to North General Aviation Ramp)		4	8			16				28
	8) Pavement Rehabilitation Plan (Runway 12/30)			4	8		8				20
	9) Pavement Rehabilitation Plan (Taxiway A East)			4	8		8				20
	10) Pavement Rehabilitation Plan (Taxiway E)			4	8		8				20
	11) Pavement Joint and Crack Repair Plan (Runway 12/30)			8	8		16				32
	12) Pavement Joint and Crack Repair Plan (Taxiway A East)			4	4		8				16
	13) Pavement Joint and Crack Repair Plan (Taxiway E)			4	4		8				16
	14) Pavement Repair Details			4	8		8				20
	15) Pavement Marking Plan - Runway 12/30			4	8		16				28
	16) Pavement Marking Plan - Taxiway E			2	4		4				10
	17) Pavement Marking Plan - Taxiway A East			2	4		4				10
	18) Pavement Marking Details			8	8		8				24
7	Project Manual		16	16						16	48
8	Construction Safety and Phasing Plan (CSPP)			16	16		16				48
9	Airspace Submittal				16	8	8				32
10	Estimate of Probable Construction Cost	4	8		8						20
11	Engineer's Design Report (EDR)	2	4	2	2					4	14
12	Update Airfield Guidance Sign Plan (NOT INCLUDED)										0
13	Update Airfield Layout Plan (NOT INCLUDED)										0
14	Update 2017 Pavement Management Plan (NOT INCLUDED)										0
15	Quality Review	8									8
16	Conferences and Meetings	16		8						4	28
17	Bid Assistance	12	16		16					8	52
18	Grant Application	4		4							8
19	Design Administration	24								24	48
	Total Design Services	74	68	190	162	48	210	40	40	64	896

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", "OFFEROR", AND "APPLICANT" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONCY CONVICTION

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

Certification - The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating

the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

    1) Perform the services within the time specified in this contract or by Owner approved extension;

    2) Make adequate progress so as to endanger satisfactory performance of the Project;

    3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

    1) Defaults on its obligations under this Agreement;

    2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;

    3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

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PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1) Checking the System for Award Management at website: https://www.sam.gov.
2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any

other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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ROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

CITY OF WATERLOO

Council Communication

Resolution approving a Professional Services Agreement with AECOM Technical Services, Inc., for design services for pavement reconstruction to Taxiway Alpha West at Waterloo Regional Airport, in an amount not to exceed $227,400.00, via future FAA Grant No. FAA-BIL-AIP-3-19-0094-056-2023, and authorizing the Mayor to execute said document.

City Council Meeting: 10/17/2022
Prepared: 10/11/2022

ATTACHMENTS:

Description	Type
PSA Agreement for Design of Taxiway Alpha West	Cover Memo

SUBJECT:	Resolution approving a Professional Services Agreement with AECOM Technical Services, Inc., for design services for pavement reconstruction to Taxiway Alpha West at Waterloo Regional Airport, in an amount not to exceed $227,400.00, via future FAA Grant No. FAA-BIL-AIP-3-19-0094-056-2023, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Keith Kaspari, Airport Director
Recommended Action:	Approve the agreement as requested by Staff.
Summary Statement:	This agreement should now allow AECOM as ALO's Consulting Engineer to begin the design phase for the full reconstruction of Taxiway Alpha West at Waterloo Regional Airport, whereby full design should be accomplished late this winter, in preparation for a late winter bidding of this project. For ALO, since we have two projects for construction in CY-2023, this is the highest priority of the two.
Neighborhood Impact:	Not Applicable for this request by Staff. This work will complete the reconstruction of this taxiway up to and to intersect the approach of Runway 36.
Data/Analysis and Strategies:	As such, Runway 36 will need to be closed when work goes on into the Runway Safety Area of this runway (NOTE: An RSA is any area within 250-feet of the Runway Centerline). Additional improvements include full repainting and striping, new LED and utility efficient taxiway lighting and signage, and removal of the small stub-connector northwest of Hangar No: 5. Prior to formal design beginning, AECOM will need to complete some airside geo-technical work in preparation to ascertain the condition of existing

Implementation, Accountability, and Communication:	pavement, analysis of sub-base soils, drainage needs, etc. This work will need to occur before we get to far down into the fall season where we will soon see much cooler temperatures.
Community Engagement Methods:	N/A
Expenditure Required/Source of Funds:	For this project, ALO is planning on spending a combination of funds from the Bi-Partisan Infrastructure Law (BIL), in addition to ALO's standard and annual allocation of funds from the FAA's Airport Improvement Program (AIP). Locally, ALO and the City of Waterloo, will need to provide a match of 10-Percent for all funds received via the BIL and AIP.
Alternative:	No project alternatives were discussed, as this project is next on the series or ALO's on-going program for continued airside pavement rehabilitation or reconstruction. For this specific project, Waterloo will see a welcome transition of pavement from an asphalt surface to a concrete surface - thereby providing a long-term life cycle for this section of airside pavement - estimated, with routine maintenance required by Staff (and the FAA), approximately 25-years.
Legal Descriptions:	Not Applicable for this request from Staff.

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

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

RECONSTRUCT TAXIWAY A WEST
FAA BIL-AIP 3-19-0094-056-2023

WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

Project Description - See Attached Exhibit A, Scope of Services

Scope of Services - See Attached Exhibit A, Scope of Services

Compensation

Compensation for services for this project shall be a cost-plus fixed fee not to exceed Two Hundred Twenty-Seven Thousand Four Hundred Dollars ($227,400.00). See attached Exhibit B, Consultant Cost Summary.

General Conditions

Except as specifically amended by this Individual Project Agreement, Services shall be provided in accordance with the Consultant Services Agreement for the Waterloo Regional Airport, entered between AECOM Technical Services, Inc. ("ATS") and the City of Waterloo ("Client") dated February 4, 2020. The conditions in the attached Exhibit C, Federal Contract Provisions for A/E Agreements, shall replace Exhibit B, Federal Provisions of the Professional Services Agreement.

APPROVED:
CITY OF WATERLOO, IOWA

By_____
Quentin M. Hart, Mayor

Date_____

APPROVED:
AECOM TECHNICAL SERVICES, INC.

By Douglas W. Schindel
Douglas W. Schindel, P.E.
Associate Vice President

Date September 16, 2022

EXHIBIT A
SCOPE OF SERVICES

RECONSTRUCT TAXIWAY A WEST
FAA BIL-AIP 3-19-0094-056-2023

WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

I. Project Description

The project will reconstruct the portion of Taxiway A located west of Taxiway B. The taxiway limits begin at the existing asphalt/concrete pavement joint on Taxiway A (located approximately 275 feet from the Taxiway B centerline) and end at the edge of Runway 18/36. The total length of this portion of Taxiway A is approximately 1,785 feet. Taxiway A West improvements also include:

- Replacing the edge lighting system, associated airfield guidance signage and power cables. Replacing the Taxiway A West home-run cable to the electrical vault will be investigated.
- Removing Taxiway A's paved shoulders and replacing them with turf shoulders.

In addition to the Taxiway A West improvements, the project will evaluate and develop a repair of a failed pavement joint in the General Aviation Apron and remove a vehicle service road that connects a taxi lane and Taxiway A.

It is anticipated that design and construction of this project will be funded in part with federal funds received through the above listed Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant.

II. Scope of Services

The work to be performed by ATS shall encompass and include detailed work, services, materials, equipment and supplies necessary to provide preliminary design, develop final plans, develop specifications, provide construction cost estimates and provide bidding services. Work is divided into the following tasks:

1. Pre-Design Conference. This task consists of a pre-design conference called by the Client and held between the Client, ATS and the FAA. The pre-design conference will be conducted by conference call. The purpose of this conference is to discuss various items relating to design parameters, airport safety, routing of aircraft and equipment, sequencing of construction operations, environmental considerations and civil rights requirements. ATS will prepare and distribute an agenda and the minutes of this meeting. The minutes will document the requirements set forth in this pre-design conference. The ATS project manager will be in attendance.

2. Data Collection and Review. This task consists of the collection of existing data applicable to this project and related to the proposed work site. Record drawings of completed projects, 2017 Pavement Management Report and utility information will be compiled as background information for the project.

3. Subsurface Information. This task will be completed by Braun Intertec, serving as a subconsultant to ATS. This task consists of completing pavement cores and collection of subsurface soils data on an approximate 300-foot grid along Taxiway A West, one pavement core on Runway 18/36, and two (2) borings along the failed pavement joint on the adjacent General Aviation Apron. Subsurface investigations

shall be completed in accordance with AC 150/5320-6G. Subsurface information will be collected for design and construction of the proposed improvements.

a. Soil Borings and pavement cores will be taken at the locations identified in the following table. Figure 1 depicts the proposed locations.

Pavement Cores	Soil Borings	CBR Tests	Description of Location(s)
1			Taxiway A at the Taxiway A/B Intersection (250 feet west of the Taxiway B centerline)
2			Taxiway A West Shoulder
6	6	3	Taxiway A West. Space every 300 feet with the first core/boring 150 feet west of the Runway 18/36 edge of pavement and the last core/boring within the Taxiway B/A Intersection.
1			Runway 18/36 near Taxiway A West
2	2	1	General Aviation Apron
12	**8**	**4**	**Total**

b. Perform Laboratory Testing

1. Atterberg Limits (ASTM D4318) - 3 Tests
2. Liquid Limits and Plasticity Index - 3 Tests
3. Moisture Content - 12 Tests
4. Moisture Density Relationship (ASTM D1557 Modified) - 4 Tests
5. California Bearing Ratio (ASTM D1883) - 4 Tests
6. Hydrometer - Sieve Analysis (ASTM D422) - 3 Tests

c. Prepare Geotechnical Report. Submit a draft report for Client and FAA review. The report will be appended to the Engineer's Design Report. Submit a final report after addressing Client and FAA comments.

4. Field Survey. This task will be completed by ATS. This task consists of a field survey to collect the following topographic information to assist in the preparation of the plans for the project:

- Existing Survey Control Network
- Bearings of Taxiway A
- Existing Pavement Edges, Pavement Type and Pavement Joint Intersections for PCC Pavement
- Edge Lights, Guidance Signs
- Drainage Structures and Drainageways
- Pavement Markings
- Location of Proposed Pavement Cores and Soil Borings
- Other Horizontal and Vertical Data Within the Survey Limits

Cross sections of Taxiway A West and the southerly end of Runway 18/36 every 50 feet out to at least the Object Free Area will be collected. Property surveys are not included in this task. Figure 1 depicts the field survey limits.

5. Base Mapping and Digital Terrain Model. This task consists of the preparation of a project base map and digital terrain model prepared from the field survey and record documents of completed projects.

6. Aircraft Fleet Mix and Design Aircraft. This task consists of developing the aircraft fleet mix and determining the critical design aircraft to be used for the design of this project through coordination with the Client and the FAA.

    a. As part of this task, data from the FAA's TFMSC database of IFR operations spanning the most recent 5-year period will be obtained.

    b. A list of aircraft and number of operations conducted by those aircraft (the aircraft fleet mix) will form the basis of the pavement design. Two pavement sections will be designed for Taxiway A West. One section will be to support aircraft utilizing the Charter Apron, which is located immediately west of the Terminal Apron. The second section will support general aviation aircraft utilizing Runway 18/36.

    c. The most current version of FAA AC 150/5000-17 Critical Aircraft and Regular Use Determination will be used to define the design aircraft, which is used to justify the proposed taxiway geometric standards. The aforementioned two pavement sections may have different pavement widths.

7. Pavement Design. This task consists of summarizing the pavement evaluation and reconstruction recommendations for the taxiway pavement designs, and preparation of the final pavement design forms (generated from the FAA's pavement design software FAARFIELD, version 2.0.7) for the project. Alternative pavement designs will be completed for rigid and flexible pavement sections. Life cycle costing will evaluate each alternative to determine the most economic pavement section to use for reconstruction of the taxiway pavement.

8. Preparation of Design Plans for Taxiway A West. This task consists of the preparation of the final design plans for this project. Plans will be prepared in compliance with current FAA requirements in effect at the time the plans are prepared. This task includes the preparation of the following sheets with those sheets to be submitted at 30% noted with an asterisk and all sheets to be submitted at the 90% and final submittals:

    1) Title Sheet*
    2) Legend, General Notes, Schedule of Drawings and Quantities, and Seal
    3) General Project Layout*
    4) Construction Safety and Operations Plan*
    5) Taxiway Phasing Plan (Phase 1 - Runway 18/36 Closure)*
    6) Taxiway Phasing Plan (Phase 2 - All work outside the Runway 18/36 Safety Areas)*
    7) Typical Sections
    8) Pollution Prevention Plan
    9) Sediment and Erosion Control Plan
    10) Sediment and Erosion Control Plan
    11) Sediment and Erosion Control Plan
    12) Sediment and Erosion Control Details
    13) Existing Conditions, Boring Locations and Demo Plan*
    14) Existing Conditions, Boring Locations and Demo Plan*
    15) Existing Conditions, Boring Locations and Demo Plan*
    16) Geometric Layout*

17) Geometric Layout*
18) Taxiway Grading and Drainage Plan
19) Taxiway Grading and Drainage Plan
20) Taxiway Grading and Drainage Plan
21) Subdrain Plan
22) Subdrain Plan
23) Subdrain Plan
24) Taxiway Plan and Profile*
25) Taxiway Plan and Profile*
26) Taxiway Plan and Profile*
27) Taxiway Jointing Plan
28) Taxiway Jointing Plan
29) Taxiway Jointing Plan
30) Pavement Jointing Details
31) Taxiway Supplemental Elevations
32) Taxiway Supplemental Elevations
33) Taxiway Supplemental Elevations
34) Taxiway Marking Plan
35) Taxiway Marking Plan
36) Taxiway Marking Details
37) Taxiway Lighting and Signage Layout Plan
38) Taxiway Lighting and Signage Layout Plan
39) Taxiway Lighting and Signage Layout Plan
40) Airfield Electrical Details
41) Airfield Electrical Details
42) Guidance Sign Details
43) General Aviation Pavement Joint Repair Plan
44) General Aviation Pavement Repair Details
45) Taxiway Cross Sections
46) Taxiway Cross Sections
47) Taxiway Cross Sections
48) Taxiway Cross Sections
49) Taxiway Cross Sections
50) Taxiway Cross Sections
51) Taxiway Cross Sections
52) Taxiway Cross Sections
53) Taxiway Cross Sections
54) Taxiway Cross Sections
55) Taxiway Cross Sections
56) Taxiway Cross Sections
57) Taxiway Cross Sections

9. Project Manual. This task consists of the preparation of the project manual for the project. The technical specifications and corresponding contract documents will be in compliance with Advisory Circular (AC) 150/5370-10H. The project manual will be submitted electronically with track changes being shown for the 90% submittal. The final bid set of the project manual will have all track changes accepted.

10. Construction Safety and Phasing Plan. This task consists of the preparation of a separate Construction Safety and Phasing Plan (CSPP) in accordance with AIP Sponsor Guide Section 960 and AC 150/5370-2G. The draft CSPP will be submitted to FAA for review. A final CSPP will be prepared and submitted that will address comments received. The final CSPP will be submitted as a stand-alone PDF and included in an appendix of the project manual.

11. Airspace Submittal. This task consists of preparation and submittal of FAA 7460-1 forms electronically through the FAA's OEAAA website for temporary construction items, including contractor's staging area, access routes, work areas limits and construction equipment. Air space forms will be submitted during design phase of project once element locations are defined for FAA determinations to be received prior to anticipated construction start. Prior to making the 7460-1 submittal, plans showing the study point shall be provided for FAA review.

12. Estimate of Probable Construction Cost. This task consists of the preparation of a detailed estimate of construction costs based upon the detailed plans and specifications.

    This statement of probable construction cost prepared by ATS represents ATS's best judgment as a design professional at the time the estimate is drawn. It is recognized, however, that neither ATS nor the Client has any control over the cost of labor, materials or equipment; over the contractor's method of determining bid prices; or over competitive bidding or market conditions. Accordingly, ATS cannot and does not guarantee that bids will not vary from any statement of Probable Construction Cost or other cost estimates prepared by ATS.

13. Engineer's Design Report (EDR). This task consists of the preparation of an EDR in accordance with the AIP Sponsor Guide Section 920 effective at the time of the agreement. The EDR will be submitted to the Client and FAA for review and comment at 30% and 90%. Written responses will be provided to Client and FAA comments. The EDR will consists of the following parts and sections:

    Part A - Overview of the Proposed Project

    14. Purpose and Need
    15. General Scope of Work
    16. Project Schedule

    Part B - Existing Site Conditions

    17. Existing Site Conditions
    18. Utilities in the Work Area
    19. Geotechnical Investigation
    20. Fleet Mix

    Part C - Proposed Improvements

    21. Design Standards
    22. Geometric Improvements
    23. Drainage Improvements
    24. Geotechnical Investigation
    25. Pavement Subdrains
    26. Pavement Design
    27. Pavement Markings
    28. Airfield Signage
    29. Airfield Lighting
    30. NAVAIDs
    31. Miscellaneous Work Items
    32. Overview of Construction Safety and Phasing
    33. Notice of Proposed Construction for Airport Airspace Analysis
    34. Client Requested Modifications to Standards

Part D - Airport Documentation

35. Update Airport Layout Plan Set
36. Update Airport Master Record (FAA Form 5010-1)
37. Update Airport Diagram
38. Update Airport Part 139 Sign and Marking Plan

Part E - Project Financials

39. Life Cycle Cost Analysis
40. Delineation of AIP Non-Participating Work
41. Project Budget
42. Engineer's Estimate of Probable Construction Cost
43. DBE Participation

Appendices

14. Update Airfield Guidance Sign Plan. Not included.

15. Update Airport Layout Plan. The ALP will be updated to reflect the different pavement sections and widths for Taxiway A West.

16. Update 2017 Pavement Management Plan. Not Included.

17. Quality Review. This task consists of the quality review of work elements on the project. During the course of this project, quality reviews will be conducted by senior technical personnel that are not directly involved in the project. QC reviews shall be conducted on submittals and comments addressed prior to submitting to the Client and FAA.

18. DBE Program. This task consists of working with the Client to update 3-year Disadvantaged Business Enterprise (DBE) program for the FY23-FY25 period in accordance with U.S. Department of Transportation (DOT), 49 CFR Part 26 and determine the DBE participation goal for this project.

19. Conferences and Meetings. This task consists of conferences and meetings that will be attended by ATS for the purpose of coordination with the Client, information exchange and general understanding of the status and direction of the project. It is anticipated that an on-site field meeting will be held during design, and a meeting will be held with the Client around the time of the 90% submittal. ATS will prepare agendas and minutes for all formal meetings.

20. Bid Assistance. This task consists of assisting the Client in advertising for bids, conducting the bid opening on-site, providing answers and interpretation of the bid documents to questions from bidders, analyzing the bids received and preparing a recommendation of award to the Client. The following documents will be provided to the FAA as part of this task:

    1) Pre-Bid Conference Agenda and Minutes
    2) Addenda
    3) Tabulation of Bids, Spreadsheet and PDF
    4) Bid Proposal Form and Surety's POA
    5) BA Certification Forms
    6) DBE Utilization Statement, Letter of Intent Form, and Certification by State DOT or GFE documentation if no DBE participation proposed
    7) ATS Analysis of Bids and Recommendation of Award Letter to Client

8) Client's Recommendation of Award Letter to FAA (prepared by Client)

21. Grant Application. This task consists of assisting the Client in preparation of the AIP grant application in accordance with ARP SOP 6.00 that will consist of the following elements:

1) SF-424, Application for Federal Assistance
2) Form 5100-100 (Parts II, III and IV)
3) Project Cost Breakdown
4) Project Sketch
5) Client Certifications (Six Total)

The grant application is due to the FAA no later than April 1, 2023.

22. Design Administration. This task consists of office administration and coordination of the project. Interoffice meetings, general day-to-day administrative responsibilities, and typing of interoffice memoranda and minutes of meetings are included in this task. This task includes preparation and submittal of the following:

		Plans			Project Manual		EDR		CSPP
Submittal	**Organization**	**Full Size 22"x36"**	**Half Size 11"x17"**	**PDF 11"x17"**	**Hard Copy**	**PDF**	**Hard Copy**	**PDF**	**PDF**
30%	FAA			PDF				PDF	
	Client		2	PDF			2	PDF	
	ATS		2	PDF			2	PDF	
90%	FAA			PDF		PDF		PDF	PDF
	Client		2	PDF	2	PDF	2	PDF	PDF
	ATS		2	PDF	2	PDF	2	PDF	PDF
Final	FAA			PDF		PDF		PDF	PDF
	Client		2	PDF	2	PDF	2	PDF	PDF
	ATS		2	PDF	2	PDF	2	PDF	PDF
Issued for Bid	FAA			PDF		PDF			
	Client		2	PDF	2	PDF			
	ATS		2	PDF	2	PDF			
	Plan Rooms	4			4				
	Bidders	14			14				
Total Hard Copies		**18**	**16**		**30**		**12**		

EDR = Engineer's Design Report
CSPP = Construction Safety and Phasing Plan
HC = Hard copy
PDF = Adobe Acrobat PDF

The FAA and Client will receive PDF and Word versions of the responses to review comments of 30% and 90% Submittals.

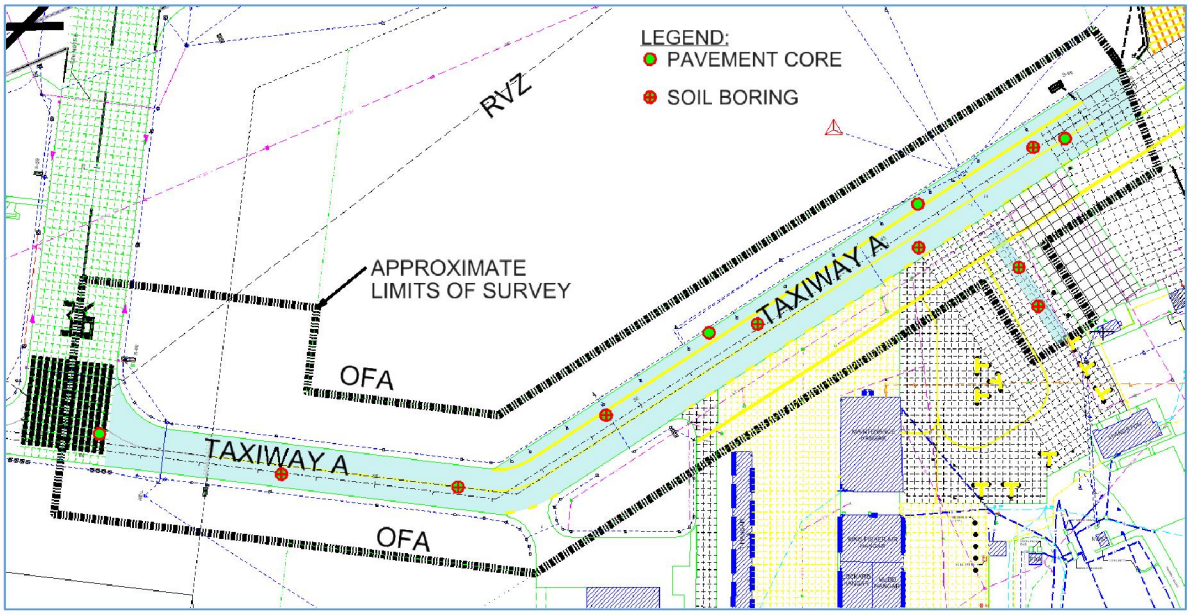

FIGURE 1 – GEOTECHNICAL INVESTIGATION AND SURVEY LIMITS

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Reconstruct Taxiway A West

Waterloo Regional Airport
Waterloo, Iowa

FAA BIL-AIP 3-19-0094-056-2023

Engineering Services

Consultant Cost Summary

I. Direct Labor Cost

Category	Hours	Rate/Hour	Amount	
Senior Professional	128	$96.75	$12,384.00	
Project Professional	184	$72.40	$13,321.60	
Staff Professional	390	$52.70	$20,553.00	
Professional	318	$31.90	$10,144.20	
CADD Operator II	140	$37.45	$5,243.00	
CADD Operator I	278	$24.00	$6,672.00	
Senior Technician	80	$43.60	$3,488.00	
Technician	80	$30.35	$2,428.00	
Project Support	156	$36.55	$5,701.80	$79,935.60
	1754			

II. Payroll Burden and Overhead Costs 128.43% $102,661.29

III. Direct Project Expenses

Category	Units	Rate/Unit	Amount	
Mileage	2000	0.625	1,250.00	
Per Diem	0	50.00	0.00	
Lodging	0	90.00	0.00	
B/W Copies	20,000	0.06	1,200.00	
Color Copies	5000	0.22	1,100.00	
Plan Copier	100	0.50	50.00	
EDM Equipment	30	12.50	375.00	
GPS Equipment	18	25.00	450.00	
Miscellaneous, Other			2,000.00	$6,425.00

IV. AECOM Estimated Actual Costs $189,021.89
Rounded $189,000.00

V. Subcontract Expense
Braun - Geotechnical Investigation $11,000.00

VI. Estimated Actual Costs $200,000.00

VII. Fixed Fee (15% of Items I & II) Rounded $27,400.00

VIII. Maximum Amount Payable $227,400.00

Reconstruct Taxiway A West

Waterloo Regional Airport
Waterloo, Iowa

FAA BIL-AIP 3-19-0094-056-2023

Engineering Services

Staff Hour Estimate

Item No.	Description	Senior Prof	Project Prof	Staff Prof	Prof	CADD Operator II	CADD Operator I	Senior Technician	Technician	Project Support	Totals
1	Pre-Design Conference	4									4
2	Data Collection and Review		4	8	8		8			8	36
3	Subsurface Information			4							4
4	Field Survey		40					80	80		200
5	Base Mapping & Digital Terrain Model		4	8	16	20	20				68
6	Aircraft Fleet Mix and Design Aircraft	4		16							20
7	Pavement Design	8		24	24						56
8	Preparation of Design Plans for Taxiway A West										0
	1) Title Sheet						2				2
	2) Legend, General Notes, Schedule of Drawings and Quantities, Seal			8	8	8	8				32
	3) General Project Layout				8		8				16
	4) Construction Safety and Operations Plan		8		8	12	12				40
	5) Taxiway Phasing Plan (Phase 1 - Runway 18/36 Closure)		4	8			16				28
	6) Taxiway Phasing Plan (Phase 2 - All work out of Runway Safety Areas)		8	16	24	12	12				72
	7) Typical Sections			4	8		8				20
	8) Pollution Prevention Plan		8				8				16
	9) Sediment and Erosion Control Plan		4	8	8	8	8				36
	10) Sediment and Erosion Details			8			8				16
	11) Existing Conditions, Boring Locations and Demo Plan			2			8				10
	12) Geometric Layout			8	8		12				28
	13) Taxiway Grading and Drainage Plans			16	16		8				40
	14) Subdrain Plan			12	12		4				28
	15) Taxiway Plan and Profile			16	16		8				40
	16) Taxiway Jointing Plan			8	16	8	8				40
	17) Pavement Jointing Details			8			8				16
	18) Taxiway Supplemental Elevations			8	8		8				24
	19) Taxiway Marking Plan				4		8				12
	20) Taxiway Marking Details			4			8				12
	21) Taxiway Lighting and Signage Layout Plan			8	16	12	12				48
	22) Airfield Electrical Details			16		12	12				40
	23) Guidance Sign Details				4		8				12
	24) Taxiway Cross Sections			12	12	8	8				40
	25) General Aviation Apron Repairs			16	26	12	12				66
9	Project Manual		40	40						60	140
10	Construction Safety and Phasing Plan (CSPP)			24	24	20	20				88
11	Airspace Submittal				16	8	8				32
12	Estimate of Probable Construction Cost	4	8	0	8						20
13	Engineer's Design Report (EDR)	4	8	4	4					8	28
14	Update Airfield Guidance Sign Plan (NOT INCLUDED)				0		0				0
15	Update Airfield Layout Plan (NOT INCLUDED)				0		0				0
16	Update 2017 Pavement Management Plan (NOT INCLUDED)				0		0				0
17	Quality Review	8									8
18	DBE Program		32	8						16	56
19	Conferences and Meetings	40		24						16	80
20	Bid Assistance	12	16		16					8	52
21	Grant Application	4		4							8
22	Design Administration	40		40						40	120
	Total Design Services	128	184	390	318	140	278	80	80	156	1754

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", "OFFEROR", AND "APPLICANT" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONCY CONVICTION

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

Certification - The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating

the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

    1) Perform the services within the time specified in this contract or by Owner approved extension;

    2) Make adequate progress so as to endanger satisfactory performance of the Project;

    3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

    1) Defaults on its obligations under this Agreement;

    2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;

    3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

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PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1) Checking the System for Award Management at website: https://www.sam.gov.
2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any

other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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ROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

CITY OF WATERLOO

Council Communication

Resolution approving a Professional Services Agreement not to exceed $14,000.00 with HR Green to submit an FY 2023 EPA Brownfields Cleanup Grant to cover costs associated with abating asbestos containing material in Former Rath Packing Buildings located at 1442, 1508, 1620 and 1656 Sycamore Street, and authorize the Mayor to execute said document.

City Council Meeting: 10/17/2022
Prepared: 10/11/2022

ATTACHMENTS:

	Description	Type
🗋	Grant Applicaton	Backup Material

SUBJECT:	Resolution approving a Professional Services Agreement not to exceed $14,000.00 with HR Green to submit an FY 2023 EPA Brownfields Cleanup Grant to cover costs associated with abating asbestos containing material in Former Rath Packing Buildings located at 1442, 1508, 1620 and 1656 Sycamore Street, and authorize the Mayor to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning & Development Director
Recommended Action:	Approval
Summary Statement:	The City entered into a development agreement with Crystal Distribution to purchase the above mentioned buildings for demolition to allow for Crystal to continue to expand their operations. Crystal plans to construct a new building in the place of the six story buildings, which are no longer efficient to their operations. An asbestos survey has been completed and abatement of the asbestos is required in order to begin demolition of the building.
Implementation, Accountability, and Communication:	
Expenditure Required/Source of Funds:	Not to exceed $14,000.00. Rath TIF

PROFESSIONAL SERVICES AGREEMENT

For

City of Waterloo
FY 2023 US EPA Brownfields Program Cleanup Grant Application

Noel Anderson, Community Planning and Development Director
City of Waterloo
715 Mulberry Street
Waterloo, IA 50703
(319) 291-4366

Steve Prideaux, Lead Planner
HR Green, Inc.
8710 Earhart Lane SW
Cedar Rapids, IA 52404
(319) 841-4374

September 28, 2022

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THIS **AGREEMENT** is between City of Waterloo (hereafter “CLIENT”) and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

CLIENT seeks to apply for a FY 2023 EPA Brownfields Cleanup Grant to cover costs associated with abating asbestos containing materials (ACM) in the “Former Rath Buildings” located at 1442, 1508, 1620, and 1656 Sycamore Street (SITE) as identified in a Hazardous Material Survey (HMS), prepared by Toeroek Associates, Inc., dated September 2, 2022.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

Assist CLIENT with the preparation of an application to the United States Environmental Protection Agency (US EPA) for a Brownfields Cleanup Grant. CLIENT will advise COMPANY on the amount of funding being requested.

EPA Brownfields Cleanup Grant guidelines require a letter to be issued from Iowa Department of Natural Resources (IDNR) stating the SITE is enrolled or eligible to be and will be enrolled in the State’s Land Recycling Program (LRP) **or** the SITE is not eligible to be enrolled. After a phone conversation between IDNR, COMPANY, and the CLIENT on September 26, 2022, it appears that this SITE is eligible and this scope plans to move forward accordingly. Additionally, the IDNR letter must also state that there are sufficient environmental assessments completed to date to start remediation activities.

EPA Brownfields Cleanup Grant guidelines also require applicants to host a public meeting, with prior posted notice, to inform the community that the community is applying for the funds. COMPANY will prepare the public notice text and CLIENT is responsible for posting public notice in a local newspaper, or equivalent, no later than 14 days prior to application submittal to EPA. During the 14-day period, CLIENT must host a public meeting where both the Cleanup Grant application and an Analysis of Brownfields Cleanup Alternatives (ABCA) are made available to the public for review and comment. COMPANY will attend the public meeting and issue responses to any comments from the public meeting.

3.0 Deliverables and Schedules Included in this Agreement

COMPANY will provide CLIENT a draft version of the application to review no later than November 8, 2022, or two weeks prior to the grant submittal due date. CLIENT to provide COMPANY with any requested changes to the document within three subsequent business days. COMPANY will incorporate requested changes and submit the draft version of the application to Kansas State University Technical Assistance to Brownfields (TAB) program for feedback. CLIENT will have an opportunity to review the draft version again prior to finalization.

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired. This Agreement does not include additional sample collection, analysis, or revisions to reports completed by others that are referenced within this Agreement.

5.0 Services by Others

COMPANY will not utilize any subconsultants under this agreement.

6.0 Client Responsibilities

CLIENT will provide COMPANY with a copy of all environmental reports recently completed on the SITE including, by not limited to, the following: HMS; Phase II ESA; and, ABCA.

CLIENT will obtain, with COMPANY assistance, a letter from IDNR that determines the eligibility of the SITE and the extent of assessment work completed at the SITE has prepared it to move forward with remediation.

CLIENT will host a public meeting associated with the Cleanup Grant Application. COMPANY will plan to attend meeting and assist with compiling public response and inclusion in the Cleanup Grant Application.

CLIENT will submit the final version of the grant application package(s) to the EPA via www.grants.gov. Note: the referenced website may take approximately 30 days to register an account. HR Green recommends creating an account as soon as possible to avoid any difficulties.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of $14,000.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed $50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.37 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Steve Prideaux
Author Name

Approved by: Stacy E. Woodson

Printed/Typed Name: Stacy E. Woodson, P.E.

Title: Vice President Date: 9/28/2022

CITY OF WATERLOO

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

CITY OF WATERLOO

Council Communication

Resolution approving a Project Memorandum of Agreement with the Waterloo Development Corporation for the continuing partnership for projects in Downtown Waterloo, including the whitewater course, and authorizing the Mayor and City Clerk to execute said documents.

City Council Meeting: 10/17/2022
Prepared: 10/13/2022

ATTACHMENTS:

Description	Type
MOU WDC Funding	Backup Material

SUBJECT:	Resolution approving a Project Memorandum of Agreement with the Waterloo Development Corporation for the continuing partnership for projects in Downtown Waterloo, including the whitewater course, and authorizing the Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve resolution
Summary Statement:	The City and WDC have worked wot complete many projects in Downtown Waterloo, and are working for a whitewater course submittal for Iowa Destination funding. This MOU will work to allow the WDC to submit a financial commitment letter, and work with the City of Waterloo for continued other sources of funding for the project.
Neighborhood Impact:	The project will have a positive impact on the community as a whole by offering additional recreational opportunities on the riverfront and within Downtown Waterloo.
Data/Analysis and Strategies:	The City of Waterloo has worked to offer additional recreational opportunities, riverfront development, and improvements to Downtown Waterloo as a whole.
Implementation, Accountability, and Communication:	The whitewater project has been discussed at numerous meetings and has had several action items for approvals moving ahead.
Community Engagement Methods:	The whitewater project has been discussed at numerous meetings and has had several action items for approvals moving ahead
Expenditure Required/Source of Funds:	The City of WDC will be working to find additional funding sources to help with the overall matching funds for the Destination Iowa grant. Funds would come from private sources, foundations, as well as Downtown TIF funds and potential bond funds.
Alternative:	Not approve

PROJECT FUNDING MEMORANDUM OF AGREEMENT

This Project Funding Memorandum of Agreement (the "MOU") is entered into as of _____, 2022, by and between Waterloo Development Corporation ("WDC") and the City of Waterloo, Iowa ("City").

RECITALS

A. WDC and City have worked together, and intend to continue working together, on projects to make certain enhancements for revitalization and improvement of the Downtown Waterloo area.

B. The parties now desire to cooperate in pursuit of funding and execution of a project to develop a whitewater course in the Cedar River (the "Project") and enter into this MOU for that purpose.

AGREEMENT

NOW, THEREFORE, the parties state their mutual understanding as follows:

1. **WDC Responsibility.** WDC will commit to contributing funds of up to $5.1 million as a local match in connection with City's grant application to the Iowa Economic Development Authority ("IEDA"). Contribution will be on a schedule that is mutually agreeable to the parties and in a manner to optimize Project execution. WDC's commitment is expressly made contingent upon an award of funds by IEDA and upon completion of the Project by December 31, 2026. WDC will, upon request, provide a commitment letter to City for use in connection with the grant application.

2. **City Responsibility.** City will timely complete and submit the grant application to IEDA. City will obtain additional funding for no less than $3.8 million in local matching funds by December 31, 2025. All local match funds committed from other sources will, dollar for dollar, reduce the total funds to be contributed by WDC. City shall complete the Project by December 31, 2026.

3. **Miscellaneous Provisions.** This MOU is binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This MOU is the entire understanding between the parties pertaining to the subject matter hereof and supersedes all prior understandings or agreements relating to the subject matter hereof, whether oral or written. This MOU may not be modified except by the mutual written agreement of both parties. Time is of the essence of this MOU.

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

[signatures on next page]

WATERLOO DEVELOPMENT CORPORATION

By: _____

Title: _____

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

An Ordinance amending the City of Waterloo Traffic Code by adding Subsections(4a) and (52a) to Section 541, Increasing Speed Limits in Certain Areas.

City Council Meeting: 10/17/2022
Prepared: 10/5/2022

ATTACHMENTS:

Description	Type
Ordinance	Backup Material
Map Locations-Bishop	Backup Material
Map Locations-Northeast Dr	Backup Material

SUBJECT:	Motion to receive, file and consider for the first time an Ordinance amending the City of Waterloo Traffic Code by adding Subsection (4a) - Bishop Avenue to Section 541, Increasing Speed Limits in Certain Areas - Bishop Avenue from the 1200 block to Independence Avenue - 30 MPH Independence Avenue to Martin Luther King Jr. Drive - 35 MPH and adding Subsection (52a) - Northeast Drive from Martin Luther King Jr. Drive to Newell Street - 35 MPH. Motion to suspend the rules. Motion to receive, file, consider and pass for the second and third times and adopt said ordinance.
Submitted by:	Submitted By: Sandie Greco, Traffic Operations Director
Recommended Action:	Adopt Ordinance
Summary Statement:	A speed study was conducted by the Traffic Department with the recommendation of increasing the speed limit beginning in the 1200 block of Bishop to Independence Avenue from 25 MPH to 30 MPH. Bishop Avenue has been signed 35 MPH since the construction of Martin Luther King Jr. Drive years ago. This is to update the 2020 Traffic Code.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF WATERLOO TRAFFIC CODE BY ADDING SUBSECTIONS(4A) AND (52A) TO SECTION 541, INCREASING SPEED LIMITS IN CERTAIN AREAS.

BE IT ORDAINED by the City Council of the City of Waterloo, Iowa:

That Subsection (4a) Bishop Avenue, of Section 541, Increasing Speed Limits in Certain Areas shall be added, as follows:

(4a) Bishop Avenue—

From 1200 block to Independence Avenue	30 MPH
From Independence Avenue to Martin Luther King Jr. Drive	35 MPH

That Subsection (52a) Northeast Drive, of Section 541, Increasing Speed Limits in Certain Areas shall be added, as follows:

(52a) Northeast Drive—

From Martin Luther King Jr. Drive to Newell Street	35 MPH

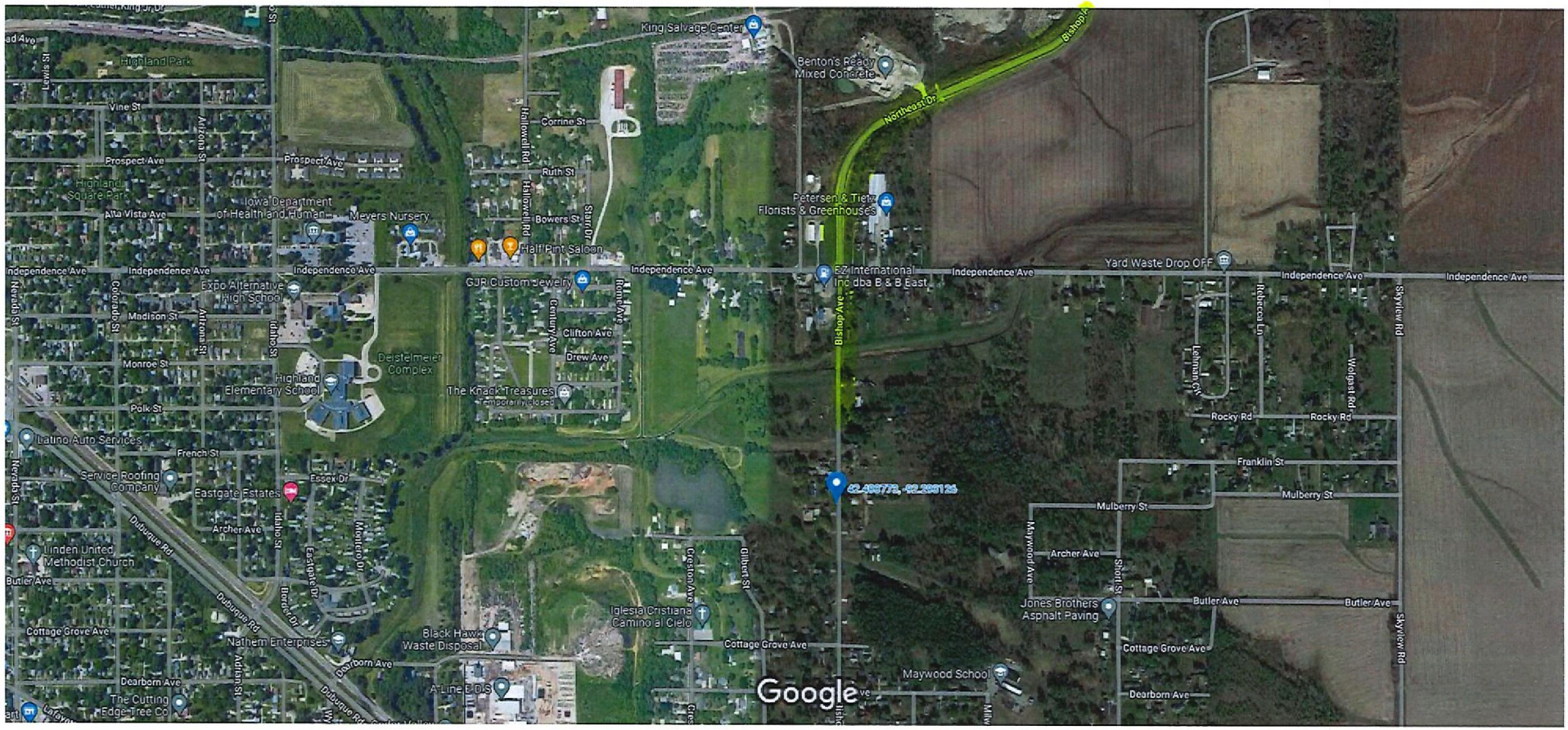
INTRODUCED: October 3, 2022
PASSED 1st CONSIDERATION: October 3, 2022
PASSED 2nd CONSIDERATION: October 3, 2022
PASSED 3rd CONSIDERATION: October 3, 2022
PASSED AND ADOPTED by the City Council this 3rd day of October, 2022, and approved by the Mayor this 3rd day of October, 2022

ATTEST: _____
Quentin Hart, Mayor

_____
Kelley Felchle, City Clerk

SEAL

Google Maps 1200 block of Bishop St. to Independence Ave. - raise speed limit from 25 MPH to 30 MPH. Bishop St. from Independence Ave. to MLK Jr. Dr. speed limit is posted 35 MPH - updating Traffic Code of Ordinances as it was not listed.

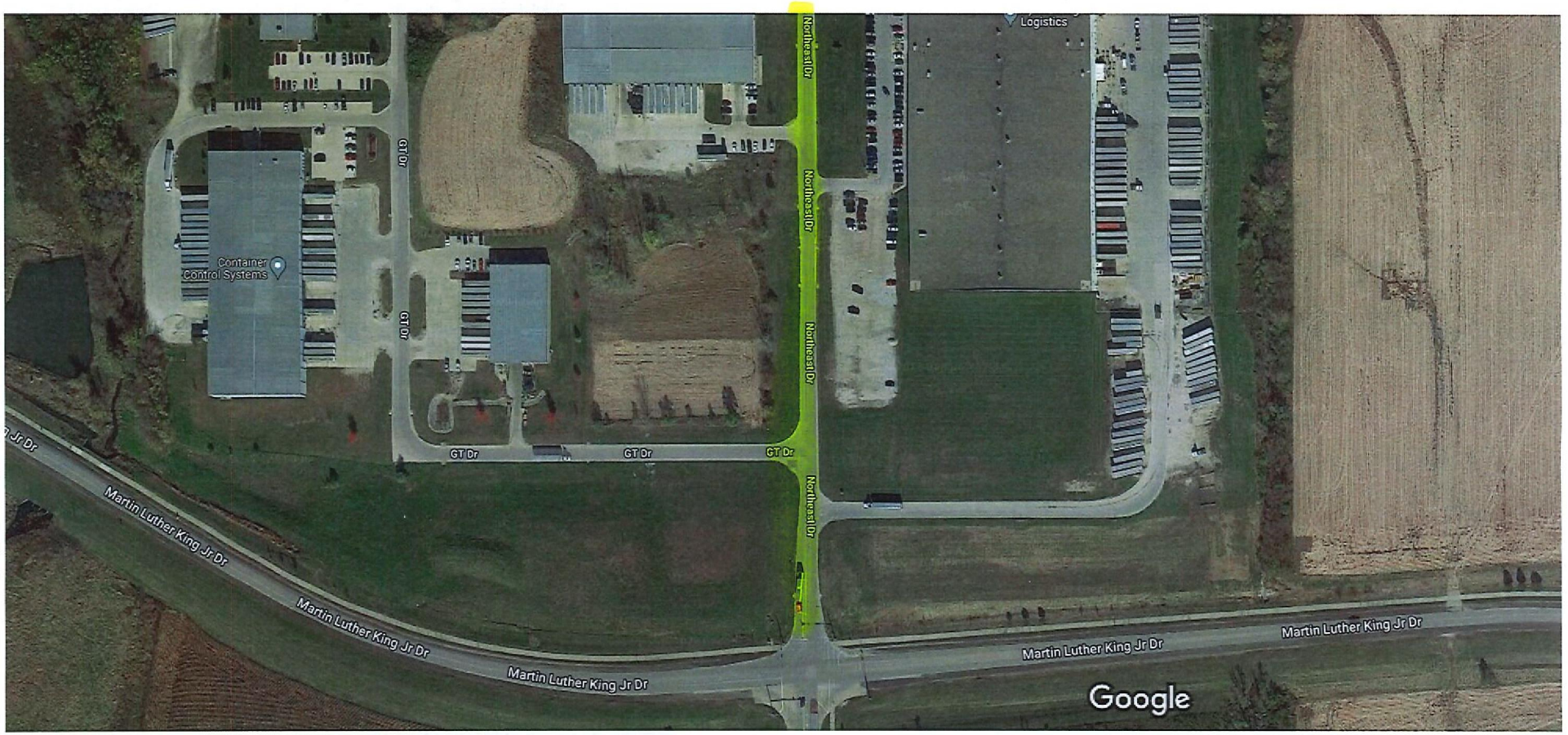


Imagery ©2022 Maxar Technologies, USDA/FPAC/GEO, Map data ©2022 500 ft

Google Maps

Waterloo

Northeast Drive is posted 35 MPH - updating the Traffic Code of Ordinances. Northeast Drive was not listed.



Imagery ©2022 Maxar Technologies, USDA/FPAC/GEO, Map data ©2022 100 ft

CITY OF WATERLOO

Council Communication

An Ordinance Amending the City of Waterloo Traffic Code Section 549, Loading Zones or Grab-N-Go Zones.

City Council Meeting: 10/17/2022
Prepared: 10/5/2022

ATTACHMENTS:

Description	Type
Ordinance	Backup Material

SUBJECT:	Motion to receive, file and consider for the first time an Ordinance Amending the City of Waterloo Traffic Code by deleting Subsection (3) Commercial Street, of Section 549, Loading Zones or Grab-N-Go Zones, in its entirety, and inserting in lieu thereof, a new Subsection (3) Commercial Street, of Section 549, Loading Zones or Grab-N-Go Zones for the Southwest side in the 500 block (Convention Center). Motion to suspend the rules. Motion to receive, file, consider and pass for the second and third times and adopt said ordinance.
Submitted by:	Submitted By: Sandie Greco, Traffic Operations Director
Recommended Action:	Adopt Ordinance
Summary Statement:	The newly constructed area on the Commercial Street side of the convention center is designated for loading and unloading for events, etc.. This will restrict long time parking in that zone.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2020 TRAFFIC CODE BY DELETING SUBSECTION (3) COMMERCIAL STREET, OF SECTION 549, LOADING ZONES OR GRAB-N-GO ZONES, IN ITS ENTIRETY, AND INSERTING IN LIEU THEREOF, A NEW SUBSECTION (3) COMMERCIAL STREET, OF SECTION 549, LOADING ZONES OR GRAB-N-GO ZONES TO THE 2020 TRAFFIC CODE, AS FOLLOWS:

BE IT ORDAINED by the City Council of the City of Waterloo, Iowa:

That Subsection (3) Commercial Street, of Section 549, Loading Zones or Grab-N-Go Zones, of the 2020 Traffic Code shall be deleted in its entirety.

That a new Subsection (3) Commercial Street, of Section 549, Loading Zones or Grab-N-Go Zones, shall be inserted in lieu thereof to the 2020 Traffic Code, as follows:

(3) Commercial Street	Northeast side in the 800 and 1,000 blocks; both sides in the 300, 600 and 700 blocks; Southwest side in the 500 block (Convention Center).

PASSED AND ADOPTED by the City Council this _____ day of October, 2022, and approved by the Mayor this _____ day of October, 2022.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

An Ordinance amending the City of Waterloo Traffic Code by adding a new Section 550, Designated Memorial Hall Parking Between Signs, and adding Subsection (1) Courbat Court to Section 550, Designated Memorial Hall Parking Between Signs.

City Council Meeting: 10/17/2022
Prepared: 10/5/2022

ATTACHMENTS:

	Description	Type
🗋	Ordinance	Backup Material
🗋	Map Locations	Backup Material

SUBJECT:	Motion to receive, file and consider for the first time and Ordinance amending the City of Waterloo Traffic Code by adding a new Section 550, Designated Memorial Hall Parking Between Signs and adding subsection (1) Courbat Court the Southwest side, to theTraffic Code. Motion to suspend the rules. Motion to receive, file, consider and pass for the second and third times and adopt said ordinance.
Submitted by:	Submitted By: Sandie Greco, Traffic Operations Director
Recommended Action:	Adopt Ordinance
Summary Statement:	A request was made to allow parking spaces for veterans attending events or visiting the Memorial Hall. Two (2) spaces will be allowed to assist the veterans if approved.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2020 TRAFFIC CODE BY ADDING A NEW SECTION 550, DESIGNATED MEMORIAL HALL PARKING BETWEEN SIGNS, TO THE 2020 TRAFFIC CODE, AND, ADDING SUBSECTION (1) COURBAT CT. TO SECTION 550, DESIGNATED MEMORIAL HALL PARKING BETWEEN SIGNS, TO THE 2020 TRAFFIC CODE, AS FOLLOWS:

BE IT ORDAINED by the City Council of the City of Waterloo, Iowa:

That Section 550, Designated Memorial Hall Parking Between Signs, is hereby added to the 2020 Traffic Code, as follows:

SEC. 550. DESIGNATED MEMORIAL HALL PARKING BETWEEN SIGNS. When signs are erected giving notice of parking between signs (there will only be 2 stalls), no person shall park any vehicle at any time upon any of the street or portions thereof, except as designated herein:

STREET	LOCATION
(1) Courbat Ct.	On Southwest side.

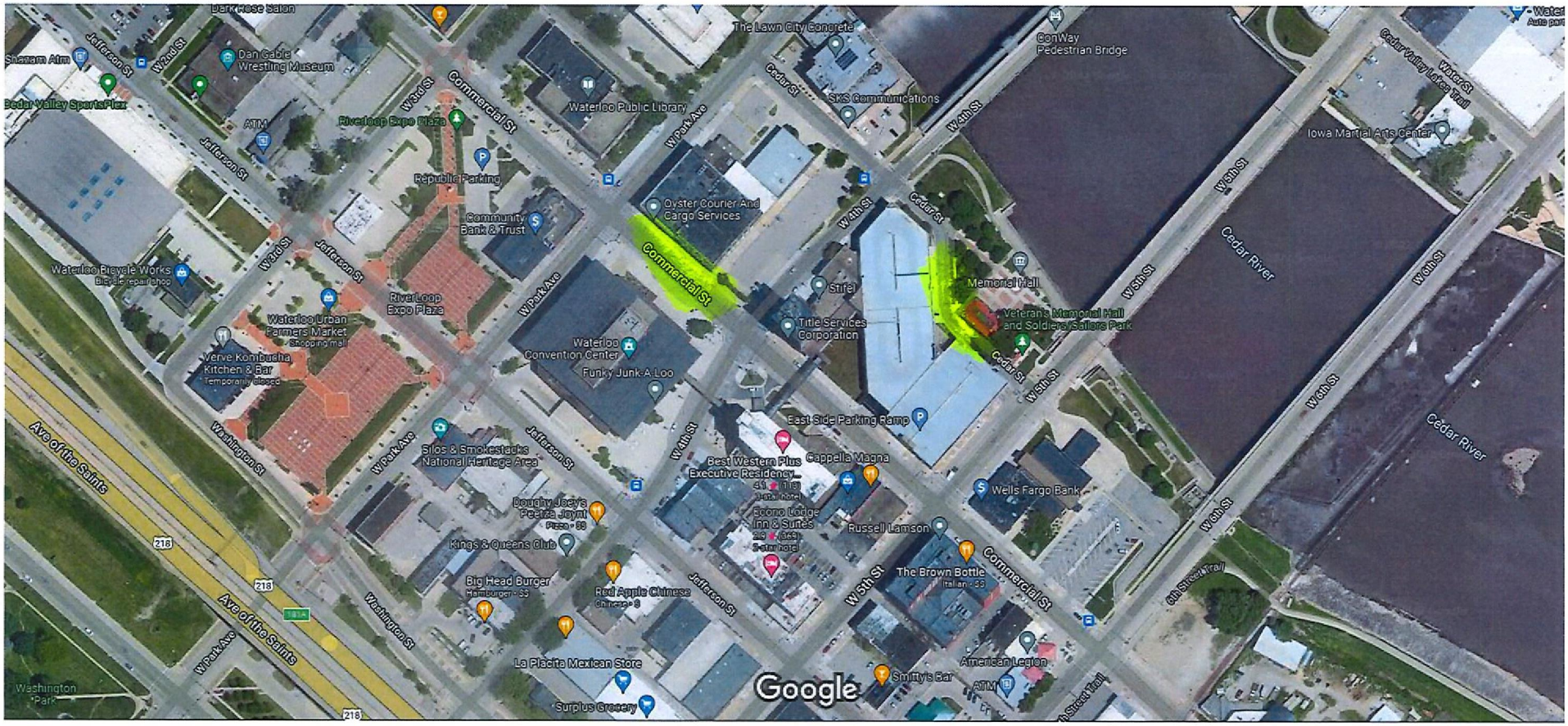
PASSED AND ADOPTED by the City Council this _____ day of October, 2022, and approved by the Mayor this _____ day of October, 2022.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

Google Maps Loading Zone ordinance on Commercial St. in front of the Convention Center. Cedar St. has been changed to Courbat Ct. - updating the Traffic Code of Ordinances. Coubat Ct. - ordinance changes - removing No Parking on the southwest side to



Imagery ©2022 Maxar Technologies, USDA/FPAC/GEO, Map data ©2022 100 ft

CITY OF WATERLOO

Council Communication

An ordinance amending the City of Waterloo Traffic Code Section 551, Parking Prohibited at All Times on Certain Streets.

City Council Meeting: 10/17/2022
Prepared: 10/5/2022

ATTACHMENTS:

Description	Type
Ordinance	Backup Material

SUBJECT:	Motion to receive, file and consider for the first time an Ordinance amending the City of Waterloo Traffic Code by deleting Subsection (60), Cedar Street, to Section 551, Parking Prohibited on Certain Streets At all Times, in its entirety, and inserting in lieu thereof, a new Subsection (60), Cedar Street, for the Northeast side of Cedar Street from W. 4th Street to W. 2nd Street and adding Subsection (77a) Courbat Court, to Section 551, Parking Prohibited At All Times On Certain Streets, Courbat Court, for the Northeast side of Courbat Court from W. 4th Street, to W. 5th Street and the Southwest side from W. 4th Street to W. 5th Street, except where Memorial Hall Parking is allowed. Motion to suspend the rules. Motion to receive, file, consider and pass for the second and third times and adopt said ordinance.
Submitted by:	Submitted By: Sandie Greco, Traffic Operations Director
Recommended Action:	Adopt Ordinance
Summary Statement:	The 2020 Traffic Code must be updated with the street name change from Cedar St. to Courbat Ct. to allow for Memorial Hall parking and No Parking on the Northeast and Southwest sides of Courbat Ct.

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

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY OF WATERLOO TRAFFIC CODE SECTION 551, PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS.

BE IT ORDAINED by the City Council of the City of Waterloo, Iowa:

That Subsection (60) Cedar Street of Section 551, Parking Prohibited at All Times on Certain Streets, of the City of Waterloo Traffic Code, is hereby deleted in its entirety; that a new Subsection (60) Cedar Street of Section 551, Parking Prohibited at All Times on Certain Streets, of the 2020 Traffic Code, is hereby enacted in lieu thereof as follows:

(60)	Cedar St.	Northeast side from W. 4th St. to W. 2nd Street.

That Subsection (77a) Courbat Court of Section 551, Parking Prohibited at All Times on Certain Streets of the City of Waterloo Traffic Code is hereby added as follows:

(77a) Courbat Court	Northeast side from W. 4th Street to W. 5th Street; Southwest side from W. 4th Street to W. 5th Street; except where Memorial Hall Parking is allowed.

INTRODUCED: October 3, 2022
PASSED 1st CONSIDERATION: October 3, 2022
PASSED 2nd CONSIDERATION: October 3, 2022
PASSED 3rd CONSIDERATION: October 3, 2022
PASSED AND ADOPTED by the City Council this 3rd day of October, 2022, and approved by the Mayor this 3rd day of October, 2022

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

SEAL

CITY OF WATERLOO

Council Communication

Airport Board meeting minutes of August 31, 2022.

City Council Meeting: 10/17/2022
Prepared: 9/29/2022

ATTACHMENTS:

	Description	Type
🗋	Airport Board Meeting Minutes of August 31, 2022	Backup Material

SUBJECT: Airport Board meeting minutes of August 31, 2022.

Submitted by: Submitted By:

MINUTES

WATERLOO REGIONAL AIRPORT BOARD

Wednesday, August 31, 2022

I. ROLL CALL

Board Chair, Scott Voigt, called the meeting to order at 12:00 p.m.

Board Members Present:	Arlene Humble, Scott Voigt, Gwenne Berry, Doug Rathburn and David Deeds.
Board Members Absent:	Todd Holcomb and Cary Darrah.
City Officials Present:	Ray Feuss, Council Liaison.
City Officials Absent:	John Chiles, Council Liaison.
Airport Staff Present:	Keith Kaspari and Sheila Combs.
Other Attendees:	Doug Schindel, AECOM; Adrienne Miller, City Planning; and, Tim Newton, General Manager, Livingston Aviation.

II. AGENDA AS RECEIVED OR AMENDED

III. PUBLIC COMMENTS

Tim Newton asked about new lighting for the Livingston Maintenance shop, which was promised quite some time ago. Mr. Kaspari stated that AECOM said the project should be bid in about six weeks.

Mr. Newton also asked about the status of a new air conditioner unit for the GA Terminal. Mr. Kaspari stated we're waiting on one more bid.

IV. REPORTS

A. Airport Director

Mr. Deeds asked about the process of updating the Airport Security Plan. Mr. Kaspari stated he is working with TSA to complete the update.

Mr. Kaspari also stated that security cameras may be installed around the first of the year.

B. Legislative Information – Industry New

Mr. Voigt commented on an interesting letter from Allegiant to the USDOT.

C. Misc. Monthly Airport Reports

General discussion by Staff and Board regarding budget, enplanements, and fares.

Mrs. Humble stated that we need consistency in our flight schedules and reliability from American. Mr. Deeds stated we need to attend airline conferences and get in front of AA officials.

V. BOARD APPROVAL

A. Approval of Minutes of the July 27, 2022 Regular Meeting.

Mr. Deeds moved approval of the minutes of the July 27, 2022 meeting, seconded by Mrs. Humble. Ayes: 4. Motion carried.

B. Motion to Receive and File July 2022 Expenses.

Mrs. Humble moved that the July 2022 expenses be received and filed, seconded by Mr. Rathburn. Ayes: 4. Motion carried.

VI. OLD BUSINESS

A. Board Update: Airport Department: Personnel Update.

Mr. Kaspari stated that Human Resources is accepting applications. After review of those received so far, he has advanced one candidate to be interviewed to fill the current opening, with the two new positions to eventually also be filled.

B. Board Update: ALO On-Site Rental Car Operations.

Mr. Kaspari stated that Hertz has informed him that they are not in a position to return to the airport at this time, due to the availability of both cars and personnel.

Mr. Kaspari then contacted EHI (National / Enterprise / Alamo), who said the same thing. However, EHI officials provided comment that they would like ALO Staff to stay in touch in the event their operating schedules change. As such, Staff will reach out to them in early CY-2023.

C. Board Update: Airport Terminal (Baggage Claim Area) Advertising Concession & Interest.

Mrs. Berry stated that she spoke to the UNI President, who said he would like to keep their advertising slot at the airport.

She will bring this up with the new marketing director to create new graphics and continue on.

D. Board Update: Installation of DHS/TSA Reduced Size Explosive Detection Scanner (RSEDS).

Mr. Kaspari stated that the installation of this new piece of equipment should be complete by September 15, 2022 as per the Airport Director's report.

E. Board Update: ALO Advertising Program for CY-2022. Update on Campaign Refresh.

Mr. Deeds reported that Advance Aviation is doing "refresh" videos, both a 30-second version; and, a 15-second version, featuring the tagline: CLOSE, QUICK, CONNECTED.

These will be paid spots on Facebook and Instagram, not on ALO's page.

F. Board Update: City of Waterloo Planning Staff on Preliminary Plat for Waterloo Air & Rail Park.

Adrienne Miller gave an update on continued building around the Airport.

VII. NEW BUSINESS

A. Presentation/Update by Will Berchelmann, Director of Air Service, Volaire Aviation.

Due to an unexpected conflict, this presentation was rescheduled for the October 26, 2022 meeting.

B. Passenger Boarding Bridge. Staff Report on Needed Multi-Phase Repairs.

Mr. Kaspari gave an overview of phased updates planned for the boarding bridge. Mr. Deeds asked about downtime, Mr. Kaspari stated probably 3-4 days for the completion of Phase 1.

C. Staff and Engineer Update of Grant No: 46 for Summer 2021 Construction Projects.

Mr. Kaspari stated that AECOM is close to beginning the closeout of this grant. He pointed out that because of the CARES Act, this grant was issued at 100% funding, saving the City of Waterloo nearly $500,000 in project matching funds.

D. Staff and Engineer Update for Next Phase of Improvements to Hangar No: 4.

Mr. Kaspari stated that AECOM is updating the scope of work on Hangar 4 and will put it out for bid again, after the original bids came in over the funding amount of the IDOT CSVI project.

AECOM is also finishing the scope of work on the Livingston hangar lights and roof repairs and pavement surrounding Hangar 4, with funding under the CARES project, CARES Grant No: 48.

E. Staff and Board Review of the Summer of 2023 Construction Program.

Mr. Kaspari and Mr. Schindel gave an overview of next year's project, Pre-Design meeting and FAA Go Letter. Ten percent matching funds will be required on this grant.

Mr. Deeds asked about the consequences of decreasing the taxiway to 50'. Mr. Kaspari stated that a 767 can taxi on a 50' wide taxiway.

F. Staff and Board Review of City of Waterloo – Airport and AECOM Professional Services Agreement (for Iowa DOT CAIF Project for Airport Public Parking Lot Canopies).

Mr. Kaspari stated that the information has been sent to the Iowa DOT for review, any questions, and approval, whereby Staff anticipates its return within 30 – 45 days, then will got to Council.

Work is not expected to be completed until the end of the 2024 construction season.

VIII. STAFF AND BOARD MEMBER COMMENT

None.

IX. ADJOURNMENT

Mr. Deeds moved adjournment of the meeting at 1:15 p.m., seconded by Mrs. Humble. Ayes: 4. Motion carried.

Respectfully submitted,

Scott Voigt, Chairperson

CITY OF WATERLOO

Council Communication

Board of Adjustment minutes of August 23, 2022.

City Council Meeting: 10/17/2022
Prepared: 10/5/2022

ATTACHMENTS:

Description	Type
minutes	Backup Material

SUBJECT: Board of Adjustment minutes of August 23, 2022.

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA
BOARD OF ADJUSTMENT MINUTES
REGULAR MEETING - 4:00 P.M. AUGUST 23, 2022

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

Members present were: John Beckman, Jeri Thornsberry, Carole Gustafson, Craig Holdiman, and Brad Condon.

Members present electronically were: None.

Members absent were: None.

Others present were: Lexi Blank, Aric Schroeder, Seth Hyberger & John Dornoff – Planning Department; Jaime Knutson – Engineering Department; and six citizens.

Others present electronically were: Dave Boesen – City Council Liaison and 3 citizens.

I. Approval of the Agenda

It was moved by Thornsberry and seconded by Gustafson to approve the agenda amending to add additional information on decision item 1 and an updated staff report on decision item 3. Motion carried unanimously.

II. Approval of the Minutes from the regular meetings on July 26, 2022.

It was moved by Thornsberry, seconded by Gustafson, to approve the minutes of the July 26, 2022 meeting. Motion carried unanimously.

III. Decision Items

1. Request by Louis Carter for a variance to allow for two metal carports, and a variance to the accessory structure size limit to allow for two metal carports with a combined area of 860 square feet, for the total square footage of 3,762 square feet of accessory structures, 1,962 square feet more than the 1,800 square feet allowed and 860 square feet more than the 2,902 square feet previously approved by variance on July 26, 2022, in the "R-1" One and Two-Family Residence District located at 2540 Burton Avenue.

Blank read the staff report recommending denial of the request.

Condon asked if this was the applicant's proposal to move the carport and if it is the south side by the gazebo to which Blank responded yes it was the applicant's proposal and that the proposal is to move it to the south side of the driveway just far enough to the east that it would not be considered the front yard.

Gustafson noted that even with it being moved there is still the issue of it being an open metal structure which is not allowed by the city.

Thornsberry asked for clarification that no metal carports are permitted in the City of Waterloo to which Schroeder corrected and stated that none are permitted in residential zones.

Condon asked for clarification on if the board was allowed to issue a variance to the carport or if that was a building issue to which Schroeder responded that the board can approve a variance but it will need to be inspected and meet building code.

Condon asked if the applicant understood what would be required of him to which Blank responded that the applicant met with the building department and they informed him that he would need to anchor the carport down on a cement pad, in addition to meeting snow and wind load. Condon followed up asking how he would show it would be wind and snow loads to which Blank responded that he would need to show the manufacturer specs.

Condon noted that this does not even address the second carport.

Holdiman stated that he drove by the location and that there are so many shrubs and trees that it is difficult to see the front of the house plus the fact that there are 12 acres that this is a unique enough property that it may make sense to allow it.

Gustafson stated that she also drove by and thought that unless you drove into the driveway you would not see the house or the carports.

Thornsberry asked for clarification on putting a garage door to which Blank stated that it would be a better question for the applicant.

Condon asked if this addresses the second carport to which Blank responded that if the variance was approved they both would need to be anchored to concrete and meet the requirements of the building department.

Louis Carter, 2540 Burton Road, stated that he had a contractor who showed him where he could put the building up and he also needs to build the land up including for the carport and will need time to do that.

Gustafson asked if the applicant was willing to do the work in order to be allowed to keep the carport to which Carter stated yes.

Condon asked when the applicant hope to be done by and if the contractor was going to move the carport for the applicant to which Carter responded that he have it ready by the end of the year and the contractor is supposed to move the carport. The applicant also stated that he may have to put the new accessory structure approved last month north of the house to which Condon questioned the applicant stating that wasn't one of these concerns having to build a new driveway to which Carter responded that he would have to put in a new driveway anyway.

Condon asked the applicant about the second structure and if he was planning to secure it down to which Carter responded it was already anchored down and he is planning to put down a cement slab for it.

Thornsberry asked Holdiman if moving the carport will affect the aesthetics to which Holdiman stated it shouldn't.

Condon asked the applicant if this was approved did the applicant want the board to give him to locations to which Carter responded that two locations should be fine.

Holdiman suggested just saying they cannot be in the front yard and that should take care of the situation to which Schroeder indicated that should work since the applicant has indicated he would be moving the

one carport out of the front yard but does want to see that the carport cannot be in the required front yard area. Condon asked for clarification on what is the front yard to which Schroeder explained the required front yard.

Beckman noted that at the May 24th, 2022 meeting the Board of Adjustment required Gary Miller to remove a carport to which Thornsberry questioned whether the applicant was going to remove the carport anyway to get the approval of the accessory structure, but he was not proposing to remove it.

Thornsberry stated that she does not believe that item one reason for denial in the staff report applies that it detracts from the residential character of the property and not sure about the surrounding area.

Holdiman stated he would have been in favor of the request until Beckman brought up the request from the May 24th meeting because he feels that the Board should remain consistent to which Thornsberry responded that the governing factor here is that it is 12 acres and the request at 106 Bishop was a lot smaller.

Condon stated that he feels that the difference is if he sides it and puts a garage door on then appearance wise it looks like a garage.

Gustafson asked Carter if his intentions were to add siding and garage doors to both of the carports to which Carter stated that he only intended to make changes to the one as the one is in the back is only used to store his lawn mowers and has no sides.

Condon stated while he can't make a motion he would suggest a motion that is structured to move the carport that is currently in the front yard, puts a garage door on it, which will make it more aesthetically pleasing, and maybe deny the second carport.

Holdiman asked Condon if his proposed action would require the buildings to be brought up to code, including a building permit and be inspected to which Condon stated that the changes are outside of the Board's approval to which Schroeder responded that the carports would need to be up to building code and it is fine for the Board to add it as a condition or not but if a motion is made to allow the one but not the other then it would change the numbers for square footage being allowed.

Condon stated that he would give the applicant a year since it is already the end of August and November 15th is not that far away.

It was moved by Beckman, seconded by Thornsberry, to deny the request of Louis Carter for a variance to allow for two metal carports, and a variance to the accessory structure size limit to allow for two metal carports with a combined area of 860 square feet, for the total square footage of 3,762 square feet of accessory structures, 1,962 square feet more than the 1,800 square feet allowed and 860 square feet more than the 2,902 square feet previously approved by variance on July 26, 2022 with the condition that the carports be removed by October 31, 2022, in the "R-1" One and Two-Family Residence District located at 2540 Burton Avenue. Motion failed 2-3 (Thornsberry, Gustafson, and Condon voted nay).

It was moved by Gustafson to approve the request of Louis Carter for a variance to allow for two metal carports, and a variance to the accessory structure size limit to allow for two metal carports with a combined area of 860 square feet, for the total square footage of 3,762 square feet of accessory structures, 1,962 square feet more than the 1,800 square feet allowed and 860 square feet more than the 2,902 square feet previously approved by variance on July 26, 2022 with the condition that the

applicant makes the changes necessary so that they are considered garages, in the "R-1" One and Two-Family Residence District located at 2540 Burton Avenue. Motion died for lack of a second.

It was moved by Thornsberry, seconded by Holdiman, to approve the request of Louis Carter for a variance to allow for one metal carport, and a variance to the accessory structure size limit to allow for one metal carport of 520 square feet, for the total square footage of 3,422 square feet of accessory structures, 1,622 square feet more than the 1,800 square feet allowed and 520 square feet more than the 2,542 square feet previously approved by variance on July 26, 2022, with the condition that the carport be moved so that it is not in a required front yard and modified to be enclosed on all four sides and the second carport removed by June 1, 2023, in the "R-1" One and Two-Family Residence District located at 2540 Burton Avenue. Motion passed 4-1 (Beckman voting nay).

2. Request by Kristen Thompson for a variance to the fencing requirements to allow for a 6' tall vinyl privacy fence in a required front yard in the "R-1" One and Two Family Residence District located at 206 Kingbard Boulevard.

Hyberger read the staff report recommending approval of the request and noted he received 3 phone calls from people opposed to the request. Dornoff noted that one person was in favor.

Dornoff noted that the only question with this request was the difference between where the fence would have to be installed according to the Zoning Ordnance and where the applicant wants to actually put the fence and that most of the people he had talked to want no fence at all which is not in question as the applicant can legally build a fence.

Condon asked if they put the fence on the dotted line shown on a aerial photo there would be no action needed by the Board to which Dornoff responded correct, no action would be needed.

Holdiman stated that the Board would not need to take action if the fence is only 4 feet to which Dornoff responded correct, however they apparently have dogs that they want the higher fence for.

Thornsberry asked if the picture shows the fence they already have to which Dornoff responded that the picture shows the fence they are proposing, and they have not built the fence yet.

Gustafson asked how the Planning, Programming, and Zoning Commission voted on this to which Dornoff responded that this was a variance and they do not go to P&Z. Gustafson also stated she does not understand how putting up a 6-foot vinyl fence would not have an effect on the neighborhood as it is made up of older homes and mature trees and the fence will be an eyesore and a safety hazard.

Thornsberry asked for clarification stating that a vinyl 6-foot fence could be put up so long as it meets the Zoning Ordnance and not along the street frontage of Kingbard Avenue to which Dornoff responded correct.

Holdiman noted that if you are coming south of Clough to turn onto Kingbard you would only have traffic on the right because Kingbard is a divided road.

Beckman stated that could still have an issue with visibility for eastbound traffic on Kingbard to which Holdiman explained that drivers would still have some distance to see due to the divided street. Thornsberry asked for clarification on the setback and if there would be a setback on Clough Street to which Schroeder responded that this is an odd situation since it is essentially a triple frontage lot and the frontages are complicated because of the curvature of Kingbard Boulevard and Columbia Circle as there

is no defined point of where one ends and the other starts. However, Columbia Circle would be considered the narrow dimension street frontage but because the house is addressed on Kingbard Boulevard there is a required front yard there. Although there can be an argument that the house faces Columbia Circle as much as it does Kingbard Boulevard.

Schroeder also noted that there is a provision in the Zoning Ordinance for a 20-foot triangle of visibility measured from the actual property line, not the edge of the roadway where you cannot impede the visibility which means the fence would need a variance to be allowed in that area or will need to be 50% visible although as Holdiman noted that the line of sight is different due to the nature of Kingbard Boulevard.

Condon asked for verification that a variance would be needed if they went along the Kingbard Boulevard property line to which Schroeder stated correct.

Kristen Thompson, 206 Kingbard Boulevard, stated that they feel it would be a waste of space to have to put the fence back 20 feet. She also pointed out that there is a side door in which they allow their dogs out and the yard is split up by a driveway and the side door is the only door that would allow the dogs to be sent outside. Thompson further stated that the house across the street has a brick wall up to the sidewalk and there is a very tall fence across the street and feels that the vinyl fence will look better than a standard wood fence, and their dogs are big and don't like people so they don't want them to jump over the fence.

Condon asked Thompson if she understood if they would put the fence up where the Zoning Ordinance requires that they would not need to have the Board take action to which Thompson answered that it would waste a lot of space if they cannot build it up to the street.

Linda Pilipchuck, 415 Columbia Circle stated that she has been familiar with this property for 60 years and does not feel that a white vinyl fence fits in the neighborhood and that a dog run with a black chain link fence would look better and look less obvious. The neighborhood is a beautiful historic neighborhood and the fence would be an eye sore. Pilipchuck further stated that she talked to the neighbor across the street, Allison Bolick who also does not want the fence.

Dornoff noted that even if the Board denies the request a white vinyl fence can still be put up, that is perfectly legal only, the exact location is in question.

Barbara Higgins, 501 Columbia Circle, stated that she has lived there for 35 years and one of the things that the City of Waterloo has been trying to do is enhance and increase participation in Neighborhood Associations and Kingbard Hill is a neighborhood and we watch out for people and there has been an increase in dogs in the neighborhood. Higgins further stated that high fences become an opportunity to create a lot of junk that will attract critters, invite teenagers with nothing to do to cause problems, and also concerned about visibility when driving south on Clough.

Condon stated that if the people who spoke against the request have concerns, then they may want to speak to the owner and see if she would be willing to change the color or the style and all the Board is dealing with is moving the fence down to the corner or not. The Board cannot control esthetics in that regard and it would be a perfectly legal fence.

Holdiman noted that one of the speakers mentioned gating the driveway off but stated he is looking at the drawing submitted by the applicant and it does not show the driveway fenced off and asked Thompson if that was true and she confirmed that the driveway would not be fenced off.

Schroeder noted that southbound Clough Street has a yield sign and would feel more comfortable with a variance to the 20' triangle of visibility if there was a stop sign. There is some uniqueness with the Kingbard being a divided boulevard but there is still concern and would like the Board to consider not going into the full 20' X 20' triangle, possibly at least a 10' X 10' triangle should remain.

Holdiman noted when you arrive at that intersection heading south on Clough traffic will be coming from the left and will not be blocked from seeing to which Schroeder responded with a yield the triangle gives you that extra visibility before you get to the intersection of traffic from the right and Beckman stated the issue is the yield sign.

Condon stated he did not feel it would be a big issue to deny if there is a remedy for the homeowner that would be onerous, and would also have to believe based on the opposition they are more against the fence in general not specifically against the request and suggested that the Board could just deny it and let the homeowner build the fence where the Zoning Ordinance permits them to.

It was moved by Holdiman, seconded by Beckman, to approve the request of Kristen Thompson for a variance to the fencing requirements to allow for a 6' tall vinyl privacy fence in a required front yard and in the required triangle of visibility with the condition that a 10' X 10' triangle of visibility is maintained at the corner of Kingbard Boulevard and Clough Street in the "R-1" One and Two Family Residence District located at 206 Kingbard Boulevard. Motion carried unanimously.

3. Request by Douglas King for a variance to the accessory structure size limit to allow for the construction of a 52' X 30', 1,560 square foot accessory structure in addition to an existing 600 square foot accessory structure for a total of 2,160 square feet of accessory structures, 360 square feet more than the 1,800 square feet allowed, and a variance to the height requirement to allow for a roof height of 15.125 feet, 0.125 feet more than the 15 feet allowed, and a variance to allow for a accessory structure in the required front yard in the "R-2" One and Two Family Residence District located at 1121 Ann Street.

Dornoff read the staff report recommending approval of the request.

Condon stated he was confused why they would need a variance to the front yard requirement since it faces Ann Street and is addressed on Ann Street to which Dornoff responded that it is a corner lot and according to the Zoning Ordinance the front yard is the narrow dimension street frontage which in this case is Gilbert Street.

Gustafson asked where Gilbert Street is in relation to Ann Street to which Gilbert Street was pointed out, located just west of the house.

Douglas King, 1121 Ann Street, stated that he has a lot of stuff that he would like to put into this new building and the height is designed to match the house.

It was moved by Beckman, seconded by Thornsberry, to approve the request of Douglas King for a variance to the accessory structure size limit to allow for the construction of a 52' X 30', 1,560 square foot accessory structure in addition to an existing 600 square foot accessory structure for a total of 2,160 square feet of accessory structures, 360 square feet more than the 1,800 square feet allowed, and a variance to the height requirement to allow for a roof height of 15.125 feet, 0.125 feet more than the 15 feet allowed, and a variance to allow for an accessory structure in the required front yard, in the

"R-2" One and Two Family Residence District located at 1121 Ann Street. . Motion carried unanimously.

4. Request by Summit Locations LLC for a Special Permit to allow for a 340 square foot billboard in the "M-2" Heavy Industrial District located at 3050 Wagner Road.

Hyberger read the staff report recommending approval of the request.

Beckman asked if any objections have been received to which Hyberger and Dornoff stated no.

Wesley Rutledge, Summit Locations LLC noted that there was an issue with a sewer line that they would need to be 54 feet from the property line so the proposed location was moved in order to avoid the sewer line.

Beckman asked if the red triangle was the location where the sign would be and if it was an issue for the business located there and Hyberger explained yes the triangle is the proposed location and went over why the sign had to be moved and noted that the property owners are the ones allowing the sign to be placed there.

Beckman asked if the sign would face north and south to which Hyberger stated no it would face east and west.

It was moved by Beckman, seconded by Gustafson, to approve the request of Summit Locations LLC for a Special Permit to allow for a 340 square foot billboard in the "M-2" Heavy Industrial District located at 3050 Wagner Road. Motion carried unanimously.

5. Request by Lamar Advertising for a Special Permit to allow for the construction of a 378 square foot billboard in the "C-2" Commercial District located west of 125 East Tower Park Drive.

Dornoff read the staff report recommending approval of the request noting that there were two letters of opposition in the packet and the Board received a letter from Lamar Advertising before the meeting and that at the Planning, Programming and Zoning Commission meeting one person spoke against the request and one person spoke in favor of the request.

Tom Weber, Lamar Advertising stated that one of the letters of opposition stated that no businesses on San Marnan would want a billboard but noted that between Ansborough Avenue and Hammond Avenue there are 17 business that do business with Lamar so there are businesses that do want a billboard there and the Zoning Ordinance currently says that billboards can be along San Marnan Drive. In addition, San Marnan Drive is a busy street and billboard advertisers want to be located along a busy street. Weber also noted that the opposition letter from Cedar Valley Medical states that the billboard would block their sign however their sign is to the east and much lower than the billboard. Lamar is willing to spend $150,000 to get this done and feels it is a good investment for the company and it is needed as they are turning away local advertisers who want to advertise. In addition, they are now only requesting 378 square feet instead of 672 square feet which is only two sheets of plywood larger than the 300 square feet that would be allowed without a Special Permit, and the reason they are requesting that size is that the billboard will be 150 feet from the nearest traffic lane and a hundred and 190 feet from the furthest lane, making visibility more difficult.

Beckman asked for clarification that the west side of the sign will be digital and the east side of the sign will be static and will always be static to which Weber stated yes and there is no plans to make the west side digital although you can never say never that it will never become digital but there is no plans at this point to make it digital.

John Pollock, owner of the car wash at 109 East Tower Park Drive, which is 10 feet from where the sign will be built, noted that he was previously opposed to the billboard but is now ok with it as he has negotiated access with the applicant.

Todd Wagner, with Lamar Advertising, stated that he is a Board of Adjustment member from the community where he lives so he understands the difficult job that the Board members have by having to balance the good of the community, and the opinion of the citizens with the community development plan and is bound to make someone unhappy and will hear an earful, especially from those that oppose an issue and tough to balance the legal implications with the court of public opinion. He further stated that Lamar strives to be good stewards of the community that they are in and that the municipalities, land owners, business owners, and citizens are what make their business possible. Stated that the company was disappointed that the last proposal was denied and went over the Zoning Ordinance regulations on billboards. Wagner also stated that the company considered appealing the decision of the Board but stated they have an excellent relationship with the City of Waterloo and feel that the 672 square foot billboard is justified with the code of the city but decided instead to pare the request down to 378 square feet and then went over a list of businesses that are in the corridor that advertise with Lamar Advertising. In addition, Lamar does display Amber alerts, most wanted alerts, and provides free or low-cost advertising for Public Service Advertisers, and some of those advertisers did send letters in support of the billboard.

Condon asked why Wagner feels the City of Waterloo has the Board of Adjustment review billboards over 300 square feet to which Wagner stated that most of the codes are written to someone's opinion or research they have done and when it comes to aesthetics this area is heavily commercial and has power lines and wants to control it to which Condon stated that they give the Board discretionary power and they chose to use that discretionary power last time and is not happy with the letter given as it is insulting but also stated that he is not opposed to the request today but last time asked Weber why they should approve it and Weber said because the city would allow it and it took all this time to come up with all these additional things.

Bob Krogh, 1559 Dakota Drive and is an adjacent land owner (57 East Tower Park Drive) to the proposed sign, stated he needed to calm himself from Lamar's comments but he has no issue with them and they do a lot of great things but that is not the issue at hand and this is not about judging Lamar. There are no billboards along San Marnan except for one and that is at Flammang Road and San Marnan Drive. He further stated that this is a neighborhood and the corridor is a neighborhood and you have to ask if you want billboards every 1000 feet and does not think that is wanted. He stated we want a good-looking Waterloo and people to come to town and this looks good and this is a great community, and that property values are supported and has been told by real estate agents if billboards go up it will reduce property values. Krogh further stated he does not want to have to tell a potential client that a new billboard will be above their sign. The discussion is not about Lamar but about the stakeholders along the corridor not in favor of this as Casey's, Veridian, and the Medical Center is against it and others down the road don't even know this is happening, and suggested the proposed sign does not fit the neighborhood.

Beckman stated that Lamar has been approved by staff for a 300 square foot sign to go into that location which would not require action by the Board and asked Krogh if he was aware of that to which he stated

yes and noted he had Summit who was the applicant on the previous request contact him about putting a billboard on his property where Veridian is currently located and they were going to pay him but he told him he would not do it.

Krogh stated he understood that they can put up a 300 square foot sign but thought it would need to go to the City Council or was it a slam dunk to which Schroeder responded it would not need to go to the City Council and they have a building permit issued for the 300 square foot sign and it meets all requirements of the code. Krogh responds he was disappointed with that and asked if the code was 40 years old to which Schroeder responded that the code has originally created in 1969 but has been updated through the years including a major overhaul in 2011 which included pretty significant updates to the sign section although it did not significantly change the off-premise sign section. Krogh also asked if it addressed digital signs to which Schroeder responded it does not but that has been discussed as there are some communities that regulate digital signs and some do forbid them for off-premise advertising, and that has been discussed internally but no amendment has been put in to regulate digital signs differently than non-digital.

Dave Boesen, City Council Member at Large, stated that he and Mr. Grieder have discussed with Noel Anderson about a moratorium on billboards on San Marnan from 4th Street East but were under the impression they could do nothing about the 300 square foot sign because it has already been permitted so the moratorium could not discuss that sign and the reason the Board is looking at the 378 square foot sign is the difficulty in programming but will be looking to move forward with the moratorium on that corridor.

Condon stated that he would take Mr. Weber at his word that if they got below the 378 square feet there would be a problem with programming and since the 300 square feet is approved he doesn't see a problem with the 378 square feet.

It was moved by Beckman, seconded by Thornsberry, to approve the request of Lamar Advertising for a Special Permit to allow for the construction of a 378 square foot billboard in the "C-2" Commercial District located west of 125 East Tower Park Drive. Motion carried unanimously.

IV. Discussion

No discussion items.

V. Adjournment

It was moved by Beckman, seconded by Holdiman, to adjourn the meeting at 6:08 p.m. Motion carried unanimously.

Respectfully submitted,

John Dornoff,
Planner II

CITY OF WATERLOO

Council Communication

Complete Streets minutes of August 30, 2022.

City Council Meeting: 10/17/2022
Prepared: 10/5/2022

ATTACHMENTS:

	Description	Type
	minutes	Backup Material

SUBJECT: Complete Streets minutes of August 30, 2022.

Submitted by: Submitted By:

Minutes of The
City of Waterloo Complete Streets Advisory Committee Meeting
July 26, 2022

The Meeting of the City of Waterloo Complete Streets Advisory Committee was called to order at 1:30 pm July 26, 2022, by Chairperson Cass.

Roll Call: Members present: Felicia Cass, Paul Huting, David Sturch, Ray Feuss, Wayne Castle, Jessica Rucker, John Dornoff, Kyle Durant, Oumie Ceesay, and Aric Schroeder.

Members absent were: Anne Marie Kofta, Matt Schindel, Sandi Greco, and Greg Young.

Other attendees: Aldina Dautovic – INRCOG

It was moved by Castle and seconded by Schroeder to approve the minutes of the July 26, 2022 meeting. Motion carried unanimously.

1. **Selection of sub-committee and meeting schedule to work on Parklets**

   - Cass stated that Parklets ended up being the top vote-getter.
   - The following people will serve on the sub-committee: Felicia Cass, Oumie Cessay, Aldina Dautovic, John Dornoff, and possibly Sandi Greco, Tavis Hall and David Deeds.
   - Rucker will send out a poll to schedule the meeting.

2. **CIP project scoring and recommendation**

   - Gates sidewalk access will be part of the project.
   - Work is progressing to design a connection to Byrnes Park which may be accessed from the Sergeant Road trail via Ansborough Avenue.
   - Top projects from the scoring system:

o Fletcher Avenue Segments 1 &2	Score: 85 & 62	$81,000
o Ansborough Avenue south of Janney	Score: 62	$47,577
o Kimball Avenue Orange Neighborhood	Score: 67	$24,247
o West 4th Street Segment 1 West side	Score: 50	$72,122
o West 4th Street Segment 2, East side	Score: 55	$73,875
o Fletcher Avenue Segment 3	Score: 70	$16,201

It was moved by Rucker and seconded by Huting to submit the noted projects for the 2023 project funding process. Motion carried unanimously.

3. **Bus Routes Shelter/bench discussion**

   - Sturch created a map showing 25 possible locations for bus stop shelters.
   - They will be looking at the following conditions for the location of shelters:
     - Right-of-way.
     - Public Property
     - Utility Locations
     - Installation
     - Cost
     - Maintenance
     - Shelters should have concrete pad, bench & garbage receptacle.

- Possible to put only pads in some locations.
- No estimate on the cost to put in the shelters or funding source.
- Schroeder went over the bus stop bench situation and history.
- Some places may only get a bus stop shelter

4. **Upcoming Planning Commission Agenda Review**

- Schroeder went over the P&Z agenda.
- There is a rezone proposed at 1237 Flammang which currently does not have sidewalks.
    - One portion of the street has a very narrow right of way and a portion of the retaining wall has collapsed with a poor job trying to fix it.
    - Property is owned by a LLC out of Fargo, NC.

It was moved by Rucker and seconded by Castle to recommend a sidewalk on Flammang Road as part of any work repairing the retaining wall. Motion carried unanimously.

- 620 Byron has requested to vacate their sidewalk.
    - Sidewalk was removed without a permit or going through the process.
    - Bryon ends and connects with Western Street.
    - 4 New Habitat for Humanity homes were built in 2017 on Western Street with sidewalks.
    - Committee will look at scoring this and determining if it could be recommended for funding as part of a future sidewalk infill project.

It was moved by Rucker and seconded by Castle to recommend denial of the request to vacate the sidewalk. Motion carried unanimously.

Discussion Items:

- No discussion items.

Adjournment

Cass adjourned the meeting at 3:10 p.m.

Respectfully submitted,

John Dornoff
Planner II

CITY OF WATERLOO

Council Communication

Historic Preservation Commission minutes of August 2022.

City Council Meeting: 10/17/2022
Prepared: 10/5/2022

ATTACHMENTS:

	Description	Type
	minutes	Backup Material

SUBJECT: Historic Preservation Commission minutes of August 2022.

Submitted by: Submitted By:

WATERLOO HISTORIC PRESERVATION COMMISSION MINUTES
REGULAR MEETING – August 16, 2022– 4:30 P.M.
The meeting was held in the Mollenhoff Conference Room at City Hall

Chairperson Ottesen called the regular meeting of the City of Waterloo Historic Preservation Commission meeting to order at 4:35 p.m.

Commission Members present were: Ed Ottesen, Hector Salamanca Arroyo, Ivan Valtchev, and Susan Price.

Commission Member(s) absent were: Nick Hedrick, Mathew Gilbert, and Terry Stevens

Others present were: John Dornoff and Lexi Blank – Planning Staff; Ed Gallagher – Grout Museum Liaison; Jonathan Grieder – City Council Liaison, Brock Weliver – Waterloo Fire Marshall and Cole Weliver – Highland Resident.

Approval of Agenda

Motion made by Valtchev, seconded by Price to approve the agenda of the August 16, 2022, regular meeting. Motion carried unanimously.

Approval of Minutes

Motion made by Valtchev, seconded by Price to approve the minutes of the July 19, 2022 meeting. Motion carried unanimously.

Oral Presentations

No Oral Presentations

Hearings

1. **Civil Rights Project consultation with Thomas R. Zahn and Associates**

Dornoff explained the consultant had the wrong date and would not be attending the meeting, therefore there was no report and nothing to vote on.

Building Consultation

None

Reports

1. **Main Street**

Chairperson Ottesen reported that the Design Review Board approved one sign and other agenda items were postponed. There is one more Fridayloo scheduled in September and there will be a food truck on Main Street September 17, 2022. Other seasonal events will be happening over the

next few months that will be great volunteer opportunities. Ottesen also mentioned Experience Waterloo will be taking over Waterloo Days.

2. Silos and Smokestacks.

Blank noted the IowaEats Festival being held at the Waterloo Convention Center April 1, 2023. Two funding opportunities are being awarded for small and large projects.

3. Grout Museum

Gallagher stated that the remodeling project at the Grout Museum will start in September and the museum will continue to stay open. The Historic Homes tour is from 1:00pm to 5:00pm on Saturday, August 27th and transportation between homes is not provided.

4. Project Update

No Report

5. Highland

No Report

6. Walnut

Valtchev noted that the grocery store does appear to be progressing.

Discussion Items/Possible Action Items

1. School Art Project 2023

No Report

2. Main Street Waterloo Collaboration

Chairperson Ottesen noted the Veterans Way Project will be a good project for the Historic Commission to get involved in.

3. Other Collaborations

Price mentioned the Cedar Falls Historic Commission only has 3 members and are looking for more members. Price also noted they would be interested in collaborating at one of each other's meeting. They meet the second Tuesday of the month at 5:30pm. The commission is holding a walking tour in Cedar Falls on August 18th.

4. City-Owned Properties and Demo List

Valtchev asked about ways to prevent the demolishing of homes like 928 Mulberry Street. Dornoff responded with most of the time the city does not acquire the house until it is too late to

save the home and they are often acquired from tax sale or because the owner of the home has passed. Grieder noted there are CDBG funds that help homes be repaired before needing demolished, however there is more need than funds available. Salamanca Arroyo asked if the home could have been used by the fire department for training like it had been before. Weliver noted the DNR approves controlled burn sites. Valtchev asked how the city is introduced to dilapidated homes in Waterloo to which Dornoff stated code enforcement identifies the dilapidated homes around the community. Valtchev suggested boarding up dilapidated homes in a more appealing way.

5. Maps

No Report

6. Goals and Action Plans

Ottesen requested a schedule with upcoming grants for the year. It was also mentioned to start reviewing and updating the Goals and Action Plans no later than the October meeting.

Discussion Items:

Blank mentioned the Habitat for Humanity Sites and Bites Tour on August 16 and August 17 is a good way to see what Habitat has accomplished and what they are working on in the community.

Design Guidelines:

Discussion about what the design guidelines are and reviewing an outline of items next month.

Adjournment

Chairperson Ottesen adjourned the meeting at 5:20 p.m.

Respectfully submitted,

Lexi Blank
Planner I

CITY OF WATERLOO

Council Communication

Planning, Programming & Zoning minutes of August 18, 2022

City Council Meeting: 10/17/2022
Prepared: 10/5/2022

ATTACHMENTS:

Description	Type
minutes	Backup Material

SUBJECT: Planning, Programming & Zoning minutes of August 18, 2022

Submitted by: Submitted By:

MINUTES
CITY OF WATERLOO, IOWA
PLANNING, PROGRAMMING, AND ZONING COMMISSION
REGULAR MEETING - 4:00 P.M. AUGUST 18, 2022

The regular meeting of the Waterloo Planning, Programming, and Zoning Commission was called to order by Chairperson Wilber at 4:00 p.m. via zoom and in-person in the Harold E. Getty Council Chambers at Waterloo City Hall. Meeting was August 18, 2022, rescheduled form August 9, 2022 due to a lack of a quorum on August 9th.

Members present were: Virginia Wilber, Ali Parrish, Patricia Serfling, Phillip Shirk, and Steve Trost.

Members present electronically were: Cody Leistikow.

Members absent were: Brandon Schoborg, Samm Blatt, and Janelle Ewing.

Others present were: Aric Schroeder, Lexi Blank, and John Dornoff – Planning Department; Jaime Knutson – City Engineer, and four citizens.

Others present electronically: Dave Boesen – City Council Liaison and 2 citizens.

I. Approval of the Agenda

It was moved by Serfling and seconded by Trost to approve the agenda. Motion carried unanimously.

II. Approval of the Minutes from the regular meeting on July 12, 2022.

It was moved by Trost and seconded by Serfling to approve the minutes of the July 12, 2022 meeting. Motion carried unanimously.

III. Financial Report June 2022.

Schroeder reviewed the financial report.

It was moved by Parrish and seconded by Serfling to receive and place the financial report on file. Motion carried unanimously.

IV. Oral Presentations

There were no oral presentations.

V. New Business

A. Hearings – Rezones/Special Permits

1. Request by the City of Waterloo to rezone approximately 5.0 acres from "A-1" Agricultural District and "M-1" Light Industrial District to "M-1" Light Industrial District located east of 2135 Commercial Street.

It was moved by Serfling and seconded by Leistikow to receive and place on file the statement of verification at 4:03 p.m. Motion carried unanimously, and Wilber declared the hearing open.

Dornoff read the staff report recommending approval of the request.

There were no comments on this request.

It was moved by Trost, seconded by Parrish, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:07 p.m.

It was moved by Serfling, seconded by Parrish, to recommend approval of the request by the City of Waterloo to rezone approximately 5.0 acres from "A-1" Agricultural District and "M-1" Light Industrial District to "M-1" Light Industrial District located east of 2135 Commercial Street. Motion carried unanimously.

2. Request by Mike Camenzind dba Camenzind Masonry for a Site Plan Amendment to the "M-2,P" Planned Industrial District to allow for the construction of a 10,800 square foot Office/Warehouse facility located north and east of 2510 Leversee Road.

It was moved by Parrish and seconded by Serfling to receive and place on file the statement of verification at 4:09 p.m. Motion carried unanimously, and Wilber declared the hearing open.

Blank read the staff report recommending approval of the request with the condition that the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, landscaping, drainage, setback, etc.

There were no comments on this request.

It was moved by Serfling, seconded by Schoborg, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:14 p.m.

It was moved by Trost, seconded by Parrish, to recommend approval of the request by Mike Camenzind dba Camenzind Masonry for a Site Plan Amendment to the "M-2, P" Planned Industrial District to allow for the construction of a 10,800 square foot Office/Warehouse facility located north and east of 2510 Leversee Road. with the condition that the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, landscaping, drainage, setback, etc. Motion passed unanimously.

B. Special Permit

1. Request by Summit Locations LLC for a Special Permit to allow for a 340 square foot billboard in the "M-2" Heavy Industrial District located at 3050 Wagner Road.

Dornoff read the staff report recommending approval of the request.

Serfling asked if it was a digital billboard to which Dornoff responded no.

Trost noted the conditions in the Zoning Ordinance to approve the Special Permit including unique site characteristics, including but not limited to setbacks, surrounding land uses, structures, and visibility, and asked if there were any specific recommendations for this Special Permit request to which Schroeder responded that from the staff perspective the location, surrounding uses, and also because of the sewer line and the need to push the sign 54' from the right of way line which is 40 to 50 feet from the edge of the road it is back a way it would make visibility challenging if they stuck with 300 square feet.

Wesley Rutledge, Summit Locations LLC, stated that he talked to staff about setbacks and noted around the proposed sign that there is one business on one side and an auction business on the other side besides just trees. He further stated it is just a basic industrial district. Also noted that the pole for the sign will be more than 50' from the property line keeping it well off the sewer line and the leading edge of the sign is at 54' with the pole farther back than that.

It was moved by Serfling and seconded by Leistikow to recommend approval of the request by Summit Locations LLC for a Special Permit to allow for a 340 square foot billboard in the "M-2" Heavy Industrial District located at 3050 Wagner Road. Motion carried unanimously.

2. Request by Lamar Advertising for a Special Permit to allow for the construction of a 378 square foot billboard in the "C-2" Commercial District located west of 125 East Tower Park Drive.

Dornoff read the staff report recommending approval of the request with the condition that the final site plan will meet all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, drainage, etc. Dornoff also noted that two letters of opposition and a letter from Lamar Advertising were sent to the Commission members.

Wilber asked for confirmation that the recommendation today goes to the Board of Adjustment, which Dornoff confirmed.

Trost asked for confirmation that the setbacks shown on the site plan are facing San Marnan Drive and the pole's location to which Dornoff stated yes it is on the San Marnan side and the pole is at the middle of the sign.

Tom Weber, Lamar Advertising, noted that Mr. Krogh stated he was confident no other business owners wanted the billboard in the area but went through a list of those that advertise on Lamar billboards and noted that Furniture Row contacted him stating their support of the billboard and feels that they have made a huge concession by going down from the original size of the billboard at 672 square feet down to the 378 square feet.

John Pollock, co-owner of the car wash adjacent to the site, questioned how will they get to the sign site when constructing the sign to which Weber responded that they would use a pickup truck where they are putting up the sign and a crane along the road and that they are more than willing to work with the neighboring property owner if possible to work out a deal for easier access.

Pollock stated they would not have room for the pickup truck due to the grade. He fears what is going to happen is that they are going to drive onto his property and then get dirt all over the place and he will have to clean it up and they are opposed to the sign.

Buzz Anderson owner, the property owner where the sign will go, stated that they owned the property for 90 years and the whole area used to be farm land. He stated that he believes the electronic sign will be beautiful and they were going to give free advertising to the City of Waterloo, they are a good business partner, and they pay taxes. He also complained about the car wash dripping on their land.

Weber asked the commission if it could be contingent on them cleaning up any mess that they made while trying to install the sign and stated that he is willing to pay the car wash owners for the ability to use their land.

Trost stated that the sign came before the Commission before at a much larger size and it is close to the 300 square feet that would not even need their review.

Parrish asked where another billboard could be placed at the 1000 feet to which Schroeder responded that to the east it would be at the Community Car Dealership and to the west it would be the west side of the former Burger King where Veridian is constructing their new branch east of Nikki Street.

It was moved by Trost and seconded by Serfling to recommend approval of the request by Lamar Advertising for a Special Permit to allow for the construction of a 378 square foot billboard in the "C-2" Commercial District located west of 125 East Tower Park Drive. Motion carried 5-1 (Parrish voting nay).

C. Plat

1. Request by the City of Waterloo for the preliminary and final plat of Waterloo Air and Rail Park 3rd Addition a replat of Tract B of Waterloo Air and Rail Park 1st Addition in the "M-2,P" Planned Industrial District located north and east of 2510 Leversee Road.

Blank read the staff report recommending approval of the request with the condition that a deed of dedication is submitted prior to the final plat being sent to the City Council.

There were no comments or questions on this request.

It was moved by Parrish and seconded by Leistikow to recommend approval of the request by the City of Waterloo for the preliminary and final plat of Waterloo Air and Rail Park 3rd Addition a replat of Tract B of Waterloo Air and Rail Park 1st Addition in the "M-2,P" Planned Industrial District located north and east of 2510 Leversee Road with the condition that a deed of dedication is submitted prior to the final plat being sent to the City Council. Motion carried unanimously.

D. Plans and Studies

1. Re-adoption and changes to the City Limits Urban Revitalization Area (CLURA) to extend the program another five years and add provisions for both in-home and commercial daycare facilities.

Schroeder went over the request.

Serfling stated that she thought it was a good plan and that the city needs more facilities to take care of children throughout the community.

Parrish asked what the Commission's responsibility is and if the a revision was going to be suggested would it come out of the Commission to which Schroeder responded that one of the roles of the Commission is to go over Plans and Studies and this is considered a plan and the Commission makes a recommendation on the plan before it is sent to City Council, and noted that the city set up what is called the GROW committee to go over and make recommendations on the plan and the committee at this point did not recommend any additional changes and yes the commission can make recommend changes to the plan.

Parrish asked for conformation that it is an abatement program to which Schroeder confirmed and Parrish further asked if it can be done as a rebate instead of an abatement to which Schroeder responded that under Iowa Law this program which is under Urban Revitalization has to be an abatement.

Trost asked if the CURA (Consolidated Urban Revitalization Area) is considered Urban Revitalization also to which Schroeder confirmed. Trost also asked if the new provisions are included in the CURA to which Schroeder responded that it already includes it since the CURA includes any improvement to a building commercial or residential that increases the taxable value while the CLURA up to this point only included new construction of one and two family homes.

Parrish asked what kind of situations the city is seeing with the abatement when after the three years someone is suddenly starting to see a big tax bill to which Schroeder responded that he has not seen any numbers or heard of foreclosures on such homes.

Parrish also asked about further details on Urban Renewal and if they can overlap then Schroeder went over the Urban Renewal and TIF (Tax Increment Financing) and how they work and noted that they can overlap and there has been incentives for residential in the downtown area that have been provided TIF incentives under Urban Renewal even though they are in the CURA district.

Trost asked if the Commission needs to take any action to which Schroeder responded that this is requested for commission action to recommend its adoption to the council.

Parrish asked for an explanation why it was decided to do three years 100% abatement while the CURA has the 10 year graduated to which Schroeder responded that with the CURA there is the option of the 10 years graduated but the decision on the 3-year 100% went back to the original GROW committee who recommended the 3-year and according to state code they could not have an option in the CLURA that was different than the CURA. Parrish also asked if the county has a preference for bookkeeping reasons to which Schroeder responded he is not aware of the county having a preference.

Boesen stated that Noel Anderson had sent out information on extending the CLURA for 5-years and included multi-family but that no longer appears to be on the table and he had previously mentioned to the Commission that instead of 3years at 100% change it to 6 years at 50% because it starts bringing taxable revenue into the city right away instead of waiting for the 4th and at the end of 3-years homeowners don't receive the sticker shock of that huge tax bill since they are already paying a portion and he appreciates the multi-family being removed. Schroeder stated that as he understands if the CURA stays with its existing two options then the only option on the CLURA is one of the two options that CLURA has or both so to do the 6-years at 50% would be an amendment to the CURA as a third option or replace a current option to which Boesen responded that can be done the same time as the CLURA is currently proposed to be changed and changing to the 6-years at 50% would make it easier to budget.

Trost asked if there is any data that shows that Waterloo is at a disadvantage if it goes to different system to which Schroeder responded that he is not aware of any data to which Schroeder responded that Anderson noted concerns that the 6-year 50% program would be a disadvantage to the city as cities such as Cedar Rapids offer 10-years at 100%

Shirk stated that Des Moines has the 10 year option in downtown as well.

Boesen stated that he believes the 10 years in Cedar Rapids is for multi-family dwellings only.

Wilber asked if the city goes to 10 years at 50% would it affect other tax programs such as the homestead credit to which Schroeder responded no as this program does not affect other programs.

Trost asked with the CURA do the people have a choice and should that choice be available through CLURA to which Schroeder responded that they do have a choice with CURA and if it should be available with CLURA is ultimately up to the City Council

Wilber asked when do they make the decision on which program that want to use with the CURA to which Schroeder responded they make it at the time they turn in the application then the application is sent to the City Council for approval and then forwarded on to the Assessor's office.

Trost asked if they want to add an option to the CLURA would the CURA then need to be amended to which Schroeder responded yes.

Parrish asked for clarification on why if they would want the 6-years at 50% added why the CURA would need to be amended because the CURA currently offers two options while the CLURA only has one to which Schroeder responded that he believes because the CURA was adopted first then the CLURA can only offer an option that the CURA has.

Trost asked why there is two different programs, was it due to different needs for the area it covers to which Schroeder responded yes and further explained about the benefits of the CURA graduated system by offering more incentives than the 3-year program, and that the program applies to mover types of improvements, and was initially trying to encourage rehabilitation and new construction in the core of the city.

Trost asked what the next steps would be if approved and if this could be tabled to which Schroeder responded that it would go to City Council and then explained the actual process involved in sending it to City Council including a mailing to all property owners in the affected area and other actions that will need to be taken. Trost also feels that all the options need to be brought before the commission so it doesn't cause problems down the road.

Parrish asked staff has information on the difference between the applications in CLURA and the ones in the CURA district and how they have affected projects to which Schroeder responded that they do keep track of the applications turned in but was not sure.

Leistikow noted as the representative from the Community Development board that their commission suggests looking at possibly expanding the CURA district with homes in some areas getting older to which Schroeder noted that a change in the CURA boundary would cause a change to the CLURA boundary as well so it would best if those actions were taken at the same time.

It was moved by Trost and seconded by Parrish to table the request of re-adoption and changes to the City Limits Urban Revitalization Area (CLURA) to extend the program another five years and add provisions for both in-home and commercial daycare facilities. Motion carried unanimously.

VI. Discussion

The next meeting of the Planning, Programming and Zoning Commission will be on September 13, 2022.

VII. Adjournment

It was moved by Serfling, seconded by Trost, to adjourn the meeting at 5:26 p.m. Motion carried unanimously.

Respectfully submitted,

John Dornoff,
Planner II

CITY OF WATERLOO

Council Communication

Waterloo Housing Authority Board minutes of September 19, 2022.

City Council Meeting: 10/17/2022
Prepared: 9/23/2022

ATTACHMENTS:

	Description	Type
	WHA Board Minutes 9/19/22	Backup Material

SUBJECT: Waterloo Housing Authority Board minutes of September 19, 2022.

Submitted by: Submitted By: Julie Dawson

WATERLOO HOUSING AUTHORITY, Governing Board Meeting Minutes
Monday, September 19, 2022 at 4:45 PM
Harold E. Getty Council Chambers – Waterloo City Hall
Members Present: Boesen, Nichols, Amos, Grieder, Chiles, Wilder

The meeting was called to order at 4:45 p.m.by Chairperson Grieder. Motioned by Jerome Amos and seconded by John Chiles to approve the agenda and minutes of the July 18, 2022 meeting as proposed.
Ayes: All – Motion Carried

New Business

Motioned by Jerome Amos, seconded by Nia Wilder, to award bid to Nagle Signs Inc. of Waterloo in the amount of $10,702.26 to replace current vinyl covering, and paint existing frame and posts, on front entrance awning at Ridgeway Towers Apartments.
Ayes: All – Motion Carried

Motioned by John Chiles, seconded by Jerome Amos, for a resolution of approval to accept the 2023 HUD FMRs/Payment Standards. Julie Dawson, Director explained that the Payment Standards had increased approximately $100 across the board for the year beginning 12/1/22. This was due not only to the increase in HUD's FMRs, but also to a large increase in the Waterloo Housing Authority's utility allowances based on unprecedented increases in gas and electric costs. In most cases, $30 - $50 of the payment standard increase was due to the increase in FMRs, and approximately $50 - $60 of the increase was the utility allowances.
Ayes: All – Motion Carried

Motioned by Rob Nichols, seconded by Jerome Amos, to approve the award of 7 new all-purpose Housing Choice Vouchers from the Department of Housing and Urban Development effective 10/1/22. Mr. Grieder asked the Director how many vouchers the Housing Authority will have with this new addition. Julie Dawson stated that WHA will have 1063 all-purpose vouchers, 19 VASH vouchers, 9 FYI vouchers, and 15 EHV vouchers.
Ayes: All – Motion Carried

Motioned by Nia Wilder, seconded by Jerome Amos to approve and place on file the Housing Authority report, including the Leasing, HAP, and Administrative Fee Utilization Report.

Motioned by John Chiles, seconded by Nia Wilder to adjourn the meeting at 4:50 p.m.
Ayes: All – Motion Carried

JD

CITY OF WATERLOO

Council Communication

Communication from the Fire Department on the notice of the conclusion of employment for Thomas Siglin, 10 year lieutenant, effective 9/30/2022 with recommendation of approval of payout of $14,738.64 for unused benefits.

City Council Meeting: 10/17/2022
Prepared: 9/30/2022

ATTACHMENTS:

Description	Type
Siglin Payout	Backup Material

SUBJECT:	Communication from the Fire Department on the notice of the conclusion of employment for Thomas Siglin, 10 year lieutenant, effective 9/30/2022 with recommendation of approval of payout of $14,738.64 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO, IOWA

CITY HALL · 715 MULBERRY STREET 50703

Today's Date: 9/29/2022
Effective Date: 9/30/2022
Employment Date: 9/18/1989

To: *City Council Members*
Re: *Notice of Severance*

Department *Waterloo Fire Rescue*
Job Title/Classification *10 year lieutenant*

This is to report that the employment of *Thomas Siglin*
with the City of Waterloo has been severed by reason of:

- ☑ Retired
  - Disability Related ☑ No ☐ Yes
- ☐ Resigned
- ☐ Termination
- ☐ Other

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Total Payout
Vacation-Accrued	216	$ 30.58		$ 6,605.28
Vacation-Current	96	$ 30.58		$ 2,935.68
Usable Sick Leave	0	$ 30.58	(x) 75%	$ -
Frozen Sick Leave	0	$ 30.58	(x) 60%	$ -
Casual Hours	18	$ 30.58		$ 550.44
Holiday	24	$ 30.58		$ 733.92
Unscheduled Leave		$ 30.58		$ -
Comp Time	127.97	$ 30.58		$ 3,913.32
			Total Payment	$ 14,738.64

Comments: _____

Approved by _____ Date 9-30-22

Human Resources Nicole Fiscus Date 9-30-22

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)
Clerk's Office will forward copy of approved form to Department and Human Resources

Updated 6/28/11

Council Agenda Date: 10/17/22 ☐ Accruals ☐ Status ☐ -9