Amended Council Agenda
Council Meeting
Monday, October 3, 2022

REMOVE FROM CONSENT AGENDA

Item 1.B.6 to be considered after the consent agenda:

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.

Reason: Removed as requested by Council member Dave Boesen.

THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, REGULAR SESSION TO BE HELD AT Harold E. Getty Council Chambers Monday, October 3, 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

Nia Wilder, Ward 3 Council Member

Agenda, as proposed or amended.

Minutes of September 19, 2022, Regular Session and Work Session, as proposed.

Proclamation declaring October 3, 2022 as Indigenous Peoples Day.

Proclamation declaring October 9-15, 2022 as Fire Prevention Week.

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 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.

   Submitted By: Keith Kaspari, Airport Director

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.

   Submitted By: Keith Kaspari, Airport Director

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.

   Submitted By: Jamie Knutson, PE, City Engineer

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.

   Submitted By: Jamie Knutson, PE, City Engineer

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.

   Submitted By: Jamie Knutson, PE, City Engineer

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.

   Submitted By: Jamie Knutson, PE, City Engineer

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.

   Submitted By: Sandie Greco, Traffic Operations Director

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.

   Submitted By: Mohammad Elahi, Traffic Engineer

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.

    Submitted By: Randy Bennett, Public Works Division Manager

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.

Submitted By: Travis Nichols, Facilities/Project Manager

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.

    Submitted By: Noel Anderson, Community Planning and Development Director

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.

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

14. Resolution approving Variance to Noise Ordinance request from Kaiden Millett, in conjunction with the Cedar Valley Power to the Polls event to be held on October 8, 2022 from 10:00 a.m. to 4:00 p.m., at Lincoln Park and surrounding streets, including live music and speakers.

    Submitted By: Captain J. Feaker

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

    a. **Rusty Zey, Randy Shepard, Troy Deeds - Airport Ops/ARFF personnel**
    Class/Meeting: Wildlife Training
    Destination: Waterloo Regional Airport
    Dates: TBD in October 2022
    Amount not to exceed: $600.00

    b. **Kelly Martin, Jon Martin, Matt Chesmore**
    Class/Meeting: IAHO annual class- Plumbing- 8 Hours and Mechanical- 8 hours
    Destination: Cedar Falls Hawkeye Community College
    Dates: October 19-20, 2022
    Amount not to exceed: $1,200.00

2. **LIQUOR LICENSES**

    a. **1850 Patio & Grill, 1850 W. Ridgeway Avenue, Suite 5**
    Class: C Liquor w/Outdoor Service
    Renewal Application Includes Sunday
    Expiration Date: 10/31/2023

    b. **Aldi, 1918 Schukei Road**
    Class: B Wine / C Beer
    Renewal Application Includes Sunday
    Expiration Date: 11/3/2023

    c. **Brown Derby Ballroom, 618 Sycamore Street**
    Class: C Liquor
    Renewal Application Includes Sunday
    Expiration Date: 9/30/2023

    d. **Casey's 218 Pub, 4010-4018 University Ave.**
    Class: C Liquor w/Outdoor Service

Renewal Application Includes Sunday
Expiration Date: 9/30/2023

e. **Chaser's Pub, 3005 University Avenue**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 7/7/2023

f. **Damon's, 2122 Kimball Avenue**
Class: C Liquor
Renewal Application Includes Sunday
Expiration Date: 10/4/2023

g. **Dollar General Store #20584 *Ownership Update***
Class: B Wine / C Beer
Renewal Application Includes Sunday
Expiration Date: 10/25/2023

h. **Karma Bar, 309 W. 4th Street**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 10/14/2023

i. **Kwik Star #229, 1717 E. San Marnan Drive**
Class: B Wine / C Beer
Renewal Application Includes Sunday
Expiration Date: 9/24/2023

j. **Kwik Star #569, 875 Fisher Drive**
Class: B Wine / C Beer
Renewal Application Includes Sunday
Expiration Date: 8/27/2023

k. **LJ's Neighborhood Bar and Grill, 3550 Kimball Avenue**
Class: C Liquor w/Outdoor Service
New Application Includes Sunday
Expiration Date: 9/30/2023

l. **Ma Ma Nick's Circle Pizzeria, 1934 Washington Street**
Class: C Liquor
Renewal Application Does not include Sunday
Expiration Date: 9/9/2023

m. **Rudy's Tacos-Beer Hall-Lava Lounge, 2401 Falls Avenue**
Class: C Liquor w/Outdoor Service
Renewal Application Does not include Sunday
Expiration Date: 9/27/2023

3. **APPOINTMENTS**

a. **Colleen Weliver**
Board/Commission: Historic Preservation
Expiration Date: October 3, 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.

   Submitted By: Paul Huting, Leisure Services Director

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.

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

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.

   Submitted By: Noel Anderson, Community Planning and Development Director

7. Theatre License Permit Application
   - Mini Cinema 16, 315 E. 4th Street
   - Romantix Adult Emporium, 1507 La Porte Road
   - 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.

   Submitted By: Bridgett Wood, Finance Manager

9. Bonds.

PUBLIC HEARINGS

2. Waterloo Regional Airport improvements to Hangar No. 4, CSVI Project No. 9-I-220-ALO-200, Contract No. 3345.

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 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.

Submitted By: Keith Kaspari, Airport Director

3. 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.

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 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.

Submitted By: Noel Anderson, Community Planning and Development Director

4. **Sewer Revenue Capital Loan Notes - The issuance of not to exceed $1,068,000 Sewer Revenue Capital Loan Notes, Series 2022D (State of Iowa Revolving Fund Loan)**

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 instituting proceedings to take additional action for the issuance of not to exceed $1,068,000 Sewer Revenue Capital Loan Notes, Series 2022D (State of Iowa Revolving Fund Loan).

Submitted By: Bridgett Wood, Finance Manager

RESOLUTIONS

5. 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.

Submitted By: Kelley Felchle, City Clerk

6. 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.

Submitted By: Dennis Gentz, PE, Assistant City Engineer

7. Resolution granting the Iowa Economic Development Authority certain financial assurances in conjunction with the Destination Iowa Grant application.

Submitted By: Noel Anderson, Community Planning and Development Director

8. Resolution approving a request by the City of Waterloo for the 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.

Submitted By: Noel Anderson, Community Planning and Development Director

9. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

10. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

11. 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.

Submitted By: Randy Bennett, Public Works Division Manager

12. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

13. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

14. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

15. Resolution of the City of Waterloo, Iowa, authorizing official banking signatures.

Submitted By: Bridgett Wood, Finance Manager

16. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

MEETINGS

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

PUBLIC INFORMATION

1. Airport Board Meeting minutes of July 27, 2022.

2.

3. Leisure Services Commission minutes of August 9, 2022.

4. Communication from the Public Works Department on the notice of the conclusion of employment for Carey Myers, Central Garage Mechanic, effective 8/8/2022 with recommendation of approval of payout of $18,747.87 for unused benefits.

5. Communication from the Mayor's Office on the notice of the conclusion of employment for Kendra Wyatt, Executive Secretary, effective 9/16/2022 with recommendation of approval of

payout of $1690.50 for unused benefits.

CITY OF WATERLOO

Council Communication

Minutes of September 19, 2022, Regular Session and Work Session, as proposed.

City Council Meeting: 10/3/2022
Prepared:

ATTACHMENTS:

	Description	Type
🗋	09.19.2022 Regular Session	Backup Material
🗋	09.19.2022 Work Session	Backup Material

Submitted by: Submitted By:

September 19, 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, September 19, 2022. Mayor Quentin Hart in the Chair. Roll Call: Boesen, Nichols, Amos, Chiles, Grieder, and Wilder joined the meeting. Absent: Mr. Feuss
Prayer or Moment of Silence.

Pledge of Allegiance: John Chiles, Ward 1 Council Member

100789 - Grieder/Wilder

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

100790 - Grieder/Wilder

that the Minutes, as proposed, for the Regular Session on Tuesday, September 6, 2022, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Six. Motion carried.

Proclamation declaring September 2022 as Hunger Action Month.
Proclamation declaring September 21-27, 2022 as Water and Wastewater Workers Week.
Proclamation declaring September 26-30, 2022 as National Clean Energy Week.
Proclamation declaring the week of October 3-8, 2022 as Earth Science Week.

PUBLIC COMMENTS

Beverly Cosby, 315 Wendell Court, shared that she believes the council has put forth a rendition of an idea that they believe would be good for Gates Park. She shared that the community does not support the plan. She questioned if the plan was sent to churches and community organizations. She shared that people are upset about being bussed or shuttled to a different part of town. She stated that the neighborhood wants a pool up to quality and this issue is not dead.

Priscilla Cunningham (no address provided) shared that she was unlawfully and illegally evicted from her apartment simply because the landlord did not want to do repairs. She shared that her eviction went through several levels of court. She explained that she should not have been evicted from her apartment after living there for eleven years. She added that she feels the city, county, and state are supporting poor landlords when they should hold them accountable.

Leon Begay, 204 Baltimore Street, shared that she wanted to support Ms. Cunningham's situation. He shared that he believes that there are certain landlords in the city that are not good and the policy that the city adopted, particularly concerning rent abatement, needs to be followed. He shared that there is a paternalistic attitude about how the city handles things with people in the city. He asked that any other future task force on this issue have tenants at the table to provide input.

David Dryer, 3145 W. 4th Street, commented on two Pre-Authorizations on the Finance Committee. He asked that items 1.A.2 and 1.A.3 be removed from the consent agenda.

Belinda Creighton Smith, 416 Oliver Street, commented that she wanted to express concern about the proposal to remove the pool at Gates Park. She asked that the proposal be seriously reconsidered. Nobody knew at the churches or the hospital where she works.

Mr. Grieder commented that he hopes to continue the conversations on housing. He stated that the Waterloo Safe Neighborhoods Commission will hold its first meeting via Zoom next Tuesday. This is a commission that was started to address gun violence in our community. He also stated that he would be having a constituent forum on Thursday from 5:30 p.m. to 6:30 p.m. at the Waterloo Library.

Mr. Boesen requested that when signatures are required on agreements or any document, he would like to see the name of the individual printed or typed underneath the signature line.

Ms. Wilder commented that her Ward 3 meeting would be held on Sunday, September 25th at the Public Library from 4:00 p.m. to 5:00 p.m.

Mayor Hart commented that September 28th through the 30th is the Iowa League of Cities Conference and there will be guests, including elected officials, attending from throughout the state.

We are in need of about six volunteers to help as ambassadors. It is anticipated that over 500 people will be visiting the area during the conference and it is a great opportunity to showcase all of the amazing things we have downtown. He also mentioned that on Saturday the 24th, there will be a downtown clean-up and there is need for volunteers. Information can be found on the Main Street Waterloo website.

100791 - Grieder/Wilder

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

CONSENT AGENDA

100792 - Amos/Grieder

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

a. Resolutions to approve the following:

1. Resolution approving Finance Committee Invoice Summary Report dated September 12, 2022, in the amount of $2,789,695.35 and September 19, 2022, in the amount $3,693,848.93, 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. 2022-582.

~~2. Resolution approving submission of grant application for an Iowa Clean Air Attainment Grant in the amount of $910,000.00, to install a Traffic Adaptive Signal Control System on Ansborough Avenue from Fitzway Drive to Downing Avenue, and committing to maintaining the improvements for the life of the project.~~

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

~~3. Resolution approving submission of a grant application for an Iowa Clean Air Attainment Grant in the amount of $1,100,000.00, to install a Traffic Adaptive Signal Control System on Broadway Street from the Franklin-Mullan intersection to Hwy. the 218 ramps (at Airport Boulevard), and committing to maintaining the improvements for the life of the project.~~

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

4. Resolution approving acceptance of a 2020 GTSB Highway Safety Grant in the amount of $59,500.00, for traffic safety enforcement.

   Resolution adopted and upon approval by Mayor assigned No. 2022-583.

5. Resolution approving a Department of Commerce NTIA Middle Mile Grant application, in an amount not to exceed $15,000,000.00 with City match, in conjunction with the citywide broadband initiative, and authorizing the Mayor to execute said document.

   Resolution adopted and upon approval by Mayor assigned No. 2022-584.

6. Resolution approving request of Merlene Freet, for a waiver for an asphalt driveway, located at 620 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. 2022-585.

7. Resolution approving Variance to Noise Ordinance request from Mark Mahler, in conjunction with the Livingston Lane Dress Rehearsal, to be held on October 9, 2022 from 4:00 p.m. to 8:00 p.m., at the Hope Martin Park Shelter, including live music.

   Resolution adopted and upon approval by Mayor assigned No. 2022-586.

8. Resolution approving Variance to Noise Ordinance request from Marshall Frazier, in conjunction with the Welcome to New Life Community Worship Service, to be held on September 25, 2022 at Lincoln Park, beginning at 11:30 a.m., including live music and the use of a P.A. System.

   Resolution adopted and upon approval by Mayor assigned No. 2022-587

9. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as October 6, 2022 and date of public hearing as October 17, 2022, in conjunction with the FY 2023 Sidewalk Repair Assessment Program - Zone 2, Contract No. 1064, and instruct the City Clerk to publish notice.

   Resolution adopted and upon approval by Mayor assigned No. 2022-288.

10. Resolution setting date of public hearing as October 3, 2022 for the Authorization of a Loan and Disbursement Agreement and the issuance of not to exceed $1,000,000.00 Sewer Revenue Capital Loan Notes, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-589.

11. Resolution approving cancellation of assessments for properties listed on Exhibit A, and authorize City Clerk to notify Black Hawk County Treasurer of said cancellation.

    Resolution adopted and upon approval by Mayor assigned No. 2022-590.

b. Motion to approve the following:

1.

Travel Requests				
Name & Title of Personnel	Class/Meeting	Destination	Date(s)	Amount not to Exceed
a. Greg Ahlhelm, Building Official	2022 Fire Prevention & Building Safety Education Conference	Des Moines, IA	November 1-3, 2022	$675.00
b. Jeff Siebel, Property Safety Inspector	2022 Fire Prevention & Building Safety Conference	Des Moines, IA	November 1-3, 2022	$650.00
c. 1-Lieutenant, 3-Sergeants, 3-Officers	National Tactical Officer Association Conference	Milwaukee, WI	September 25-30, 2022	$3,200.96
d. K9 Officer, Sgt. J. Ehlers	National Tactical Officer Association Conference K9	Milwaukee, WI	September 25-30, 2022	$672.50
e. Bridgett Wood, Finance Manager	Iowa League of Cities Annual Conference 2022	Waterloo, IA	September 28-30, 2022	$270.00

2.

Approved Beer, Liquor, and Wine Applications				
Name & Address of Business	Class	New or Renewal	Expiration Date	Includes Sunday
a. Anton's Garden, 518 Sycamore Street *Expanded Outdoor Service*	Special Class C Liquor w/Outdoor Service	New	9/24/2022	x
b. Hy-Vee Fast and Fresh #1, 3700 University Avenue	B Wine / C Beer	Renewal	10/31/2023	x
c. Hy-Vee Food & Drugstore #3, 1422 Flammang Drive *Expanded Outdoor Service*	E Liquor w/Outdoor Service	New	9/24/2022	x
d. Locke at Tower Park, 4140 Kimball Avenue	C Liquor w/Outdoor Service	Renewal	9/20/2023	x

e.	Main Street Waterloo, 250 Westfield Avenue	B Beer w/Outdoor Service	New	10/8/2022	
f.	WCA Building and Amphitheatre, 225 Commercial Street *Adding Liquor for an Event*	C Liquor w/Outdoor Service	New	9/25/2022	x

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

Appointee	Board/Commission	Expiration Date	New or Re-Appointment
Jessica Rucker	Community Development Board	September 19, 2025	New
Marianne Kurtnebach	Civil Service Commission	September 19, 2026	New

4. Motion to approve Change Order No. 34 with Cardinal Construction, Inc., of Waterloo, Iowa, for a net increase of $6,307.00, in conjunction with the Five Sullivan Brothers Convention Center Addition and Renovation Project, and authorizing the Mayor to execute said document.

5. Motion to accept and place on file the arbitrage results reflecting that no payment is due to the Internal Revenue Service for the General Obligation Bonds Series 2017A.

6. Motion approving an exception to burning yard waste application by Lori Eberhard, Park Manager, George Wyth State Park, to burn locations within the park located generally at 3659 Wyth Road, September 2022 to April 2023, weather permitting.

7. Cigarette/Tobacco Permit New Application for SHWE NYIKO Market, 911 Commercial Street.

8. Cigarette/Tobacco Permit New Application for BP Fuel, 127 Jefferson Street.

9. Motion approving recommendation of appointment of Kelcey Gifford to the position of Clerk in the Police Department, effective September 19, 2022, as certified by the Civil Service Commission on August 19, 2022.

10. Motion approving recommendation of appointment of Angela Chambers to the position of Clerk in the Police Department, effective September 19, 2022, as certified by the Civil Service Commission on August 19, 2022.

11. Motion approving recommendation of appointment of Kashaunda Anderson to the position of Clerk II in the Police Department, effective September 26, 2022, as certified by the Civil Service Commission on September 20, 2022.

12. Bonds.

Roll call vote-Ayes: Six. Motion carried.

100792 - Boesen/Amos

1.A.2 Resolution approving submission of grant application for an Iowa Clean Air Attainment Grant in the amount of $910,000.00, to install a Traffic Adaptive Signal Control System on Ansborough Avenue from Fitzway Drive to Downing Avenue, and committing to maintaining the improvements for the life of the project. Roll call vote-Ayes: Six. Motion carried.

David Dryer, 3145 W. 4th Street, stated that he does not understand the connection between Clean Air and Traffic Adaptive Signal Control System.

Mayor Hart provided an overview of the grants.

Resolution adopted and upon approval by Mayor assigned No. 2022-591.

100793 - Boesen/Amos

1.A.3 Resolution approving submission of a grant application for an Iowa Clean Air Attainment Grant in the amount of $1,100,000.00, to install a Traffic Adaptive Signal Control System on Broadway Street from the Franklin-Mullan intersection to Hwy. the 218 ramps (at Airport Boulevard), and committing to maintaining the improvements for the life of the project. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-592.

PUBLIC HEARINGS

100794 - Grieder/Wilder

that proof of publication of notice of public hearing on request by the City of Waterloo to rezone approximately 5.0 acres, located east of 2135 Commercial Street, from "A-1" Agricultural District and "M-1" Light Industrial District to "M-1" Light Industrial District, as published in the Waterloo Courier on September 12, 2022, be received and placed on file. Voice vote-Ayes: Six. Motion carried.

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

100795 - Grieder/Wilder

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

100796 - Grieder/Wilder

that "an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a request by the City of Waterloo to rezone approximately 5.0 acres, located east of 2135 Commercial Street, from "A-1" Agricultural District and "M-1" Light Industrial District to "M-1" Light Industrial District", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Six. Motion carried.

100797 - Grieder/Wilder

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

100798 - Grieder/Wilder

that "an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a request by by the City of Waterloo to rezone approximately 5.0 acres, located east of 2135 Commercial Street, from "A-1" Agricultural District and "M-1" Light Industrial District to "M-1" Light Industrial District", be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Six. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5661.

RESOLUTIONS

100799 - Nichols/Amos

that "Resolution approving a Waterloo Convention and Visitors Bureau board recommendation of mini-grants to Iowa League of Cities Annual Conference in the amount of $3,000.00 and Midwest Triple Pattern Challenge in the amount of $3,000.00", be adopted. Roll call vote-Ayes: Six. Motion carried.

Tavis Hall, Experience Waterloo Executive Director, provided an overview of the grant awards.

Resolution adopted and upon approval by Mayor assigned No. 2022-593.

100800 - Nichols/Amos

that "Resolution approving a Project Design Agreement with AECOM Technical Services, Inc., in an amount not to exceed $249,300.00, for design services, in conjunction with the Airport Terminal Parking Lot Canopy Structure Project, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-594.

100801 - Nichols/Amos

that "Resolution approving a Professional Services Agreement, in the amount of $24,000.00, with WHKS & Co., to develop two (2) Iowa Clean Air Attainment (ICAAP) grant applications, one for the Ansborough Avenue Traffic Adaptive System, and another for the Broadway Street Traffic Adaptive System, and authorizing the Mayor to execute the said document", be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-595.

100802 - Grieder/Wilder

that "Resolution approving a Professional Services Agreement with MedAware Solutions, Inc.-Anthem, Inc., for a Community Paramedicine Program, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Six. Motion carried.

Mayor Hart requested an overview of the item.

Pat Treloar, Fire Chief, provided an overview of the agreement.

Mr. Boesen questioned if it will require additional staffing to work the program.

Pat Treloar explained that additional staff would not be required. He further provided an overview of the training the staff has received to utilize the solution.

Mr. Grieder commented that it is our goal that the people who are frequently utilizing our EMS services will hopefully be getting the healthcare they need through this program, which would reduce the number of staffing needed for EMS runs will help the city save money.

Pat Treloar commented that they are currently going down the path where emergency medical services won't being sustainable any longer. This goes for our hospitals and Emergency Rooms as well. If approved, we would be the first Fire based EMS provider in the state to enter into this kind of agreement.

Resolution adopted and upon approval by Mayor assigned No. 2022-596.

100803 - Grieder/Wilder

that "Resolution approving a Development Agreement with 3 Stooges, LLC, for the construction of a new 49,920 square foot industrial building located at 520 W. Parker Street, with a development grant in the amount of $59,887.00 and a Minimum Assessment Agreement in the amount of $2,456,910.00, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-597.

100804 - Grieder/Wilder

that "Resolution approving a Right-of-Way License Agreement with Metro Fibernet, LLC, of Evansville, Indiana, to allow use of city right-of-way for a communication system, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-598.

100805 - Amos/Chiles

that "Resolution approving Amendment No. 1 to a Professional Services Agreement with AECOM Technical Services, Inc., in an amount not to exceed, $199,500.00, originally executed December 20, 2021, for project design services for the use of CARES Act grant funds received by the U.S. Department of Transportation and the Federal Aviation Administration for projects at the Waterloo Regional Airport, and authorize the Mayor to execute said document", be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-599.

100806 - Amos/Chiles

that "Resolution approving a Professional Services Agreement with Magellan Advisors in the amount not to exceed $80,000.00, for preparation and submittal of a grant application to the Department of Commerce NTIA Middle Mile Grant Program, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-600.

100807 - Chiles/Amos

that "Resolution declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the city for certain original expenditures paid in connection with specified projects", be adopted. Roll call vote-Ayes: Six. Motion carried.

David Dryer, 3145 W. 4th Street, requested clarification.

Kelley Felchle, City Clerk, explained that the resolution was provided to us by our bonding attorneys that assist us with the State Revolving Fund loans that we recently adopted, and the cost will be for the sewer clarifier project.

Resolution adopted and upon approval by Mayor assigned No. 2022-601.

100808 - Chiles/Amos

that "Resolution approving issuance of one credit card to the Fire Department, Sewer Department, and Public Works Department, five (5) credit cards to the Police Department, and setting a spending limit of $5,000.00 per card", be adopted. Roll call vote-Ayes: Six. Motion carried.

Mr. Boesen questioned the spending limit of the cards.

Joe Leibold, Interim Police Chief, explained that with the $2,500 dollar limit and the speed at which the bill is paid, the cards are frequently capped out.

Randy Bennett, Public Works Division Manager, explained that due to the volume of parts they need to order, it makes it easier to use a card at certain vendors, even though they won't be going over the $2,500 limit.

Resolution adopted and upon approval by Mayor assigned No. 2022-602.

100809 - Chiles/Amos

that "Resolution repealing and revoking award of bid to Clean Infusion LLC of King of Prussia, PA in the amount of $538,000 and the contract, bond and certificate of insurance in conjunction with the FY 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation Project, Contract No. 1067, and rescinding Resolution No. 2022-535", be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-603.

ORDINANCES

100810 - Chiles/Amos

that "an ordinance amending Title 1, Administration, Chapter 4, Mayor and City Council", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Six. Motion carried.

David Dryer, 3145 W. 4th Street, commented that he does not agree with some of the changes to the ordinance, including prohibiting the public form removing items from the consent agenda. He stated that when he reaches out to council members, he doesn't always hear back in a timely manner.

Mayor Hart asked Mr. Dryer on what methods he has used to contact council.

David Dryer commented that he uses email that often go unanswered.

Kelley Felchle, City Clerk, explained that when the council passed the ordinance changing from four meetings a month to two, council determined that they wanted the public to have more access to the agenda and more time to go through it. The agendas are now made available at the close of business on the Wednesday prior to the council meeting.

Mr. Chiles stated that he did not receive an email from Mr. Dryer, but will gladly speak with him after the meeting to verify he has the correct email address.

Mr. Boesen commented that he does respond to emails, and proposed that if Mr. Dryer wants something addressed at a council meeting, that he send him an email and he will ask to have items pulled from the consent agenda.

Ms. Wilder commented that she has not received an email from Mr. Dryer, but said he is welcome to either send her an email or call her directly.

100811 - Chiles/Amos

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

100812 - Chiles/Amos

that "an ordinance amending Title 1, Administration, Chapter 4, Mayor and City Council", be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Six. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5662.

100813 - Grieder/Wilder

that "an ordinance amending the City of Waterloo Code of Ordinances Chapter 4, Plumbing Regulations, of Title 9, Building Regulations", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Six. Motion carried.

100814 - Grieder/Wilder

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

100815 - Grieder/Wilder

that "an ordinance amending the City of Waterloo Code of Ordinances Chapter 4, Plumbing Regulations, of Title 9, Building Regulations", be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Six. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. _5663.

100816 - Nichols/Grieder

that "an ordinance amending the City of Waterloo Code of Ordinances Chapter 5, Mechanical Systems, of Title 9, Building Regulations", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Six. Motion carried.

100817 - Nichols/Grieder

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

100818 - Nichols/Grieder

that "an ordinance amending the City of Waterloo Code of Ordinances Chapter 5, Mechanical Systems, of Title 9, Building Regulations", be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Six. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5664.

ADJOURNMENT

100819 - Chiles/Nichols

that the Council adjourn at 6:44 p.m. Voice vote-Ayes: Six. Motion carried.

_____
Kelley Felchle
City Clerk

COUNCIL WORK SESSION
September 19, 2022
4:15 p.m.
Harold E. Getty Council Chambers

Members present: Boesen, Nichols, Amos, Chiles, Grieder, Wilder. Absent: Mr. Feuss.

100779 - Grieder/Chiles

that the Agenda, as proposed, be approved. Voice-vote Ayes: Six. Motion carried.

Objective: Discussion of establishing a Self-Supported Municipal Improvement District in Downtown Waterloo.

Jessica Rucker, Executive Director of Main Street Waterloo, provided an overview of the downtown area seeking to establish a Self-Supported Municipal Improvement District (SSMID). She explained the SSMID would be used to promote continued economic development/redevelopment and business growth and retention within the adopted District. A SSMID Oversight Committee will be responsible for setting project priorities and making recommendations for expenditures of the SSMID funds made up of property owners, business owners, and community members. The city would be asked to provide a one to one match of the revenue collected with the SSMID. The three strategies the funds would be utilized to execute include the following: Providing resources for coordinated Downtown Waterloo Marketing; improve the long-term physical appearance of Downtown Waterloo; and provide resources for sustainable economic development in Downtown Waterloo.

Mr. Amos commented when he first got on council SSMID was talked about but was under the impression it died from lack of interest from business owners. He questioned what other cities are doing with SSMID and the funds they receive from the city.

Jessica Rucker explained that other cities both in and out of Iowa have this program, but we would be the first to include a city to match with the SSMID dollars, which will move projects forward at a faster pace. They did a feasibility study in 2020 and an overwhelming response from business owners in support of implementing SSMID. The property owners are recognizing the benefit of what SSMID dollars can do in making an impact in our downtown.

Mr. Boesen commented that when he met with Jessica Rucker it was stated that the city match would come from TIF.

Jessica Rucker explained that she does not know where the funds would come from, but would like to meet with the city to discuss the matter.

Mr. Boesen questioned if 25% would be attained if JSA signed onto the petition.

Jessica Rucker shared that they would have 25% if JSA signs on, as they own most of the parcels. Several property owners are waiting on signing off to see what the city thinks of the SSMID, as they want to see the city match the SSMID funds.

Mr. Boesen asked if the professional services agreement of $60,000.00 would be on top of the $170,000.00.

Jessica Rucker shared that professional services agreement is separate from this. These specific dollars would not go to the Main Street operational costs but specifically to the beautification and economic development projects.

Mayor Hart commented that when Main Street lost the SSMID the city increased funding to Main Street to fill the gap.

Mr. Chiles shared that his only concern is that he would like to see council have a voting position on the committee since the city is providing an investment in the SSMID.

Mr. Grieder questioned if the asking will change based on the assessed value of the properties.

Jessica Rucker confirmed that it would change with the county's annual assessment.

Mr. Boesen questioned what happens if a property owner does not want to participate in SSMID.

Jessica Rucker explained that the property owner would have to pay regardless of whether they support SSMID.

Mayor Hart questioned who would negotiate economic development deals within SSMID.

Jessica Rucker stated that it would be through a partnership with the city. The city does a great job with overall economic development; Main Street will be focusing on the smaller ones that are specifically in downtown.

Mayor Hart questioned if there would no longer be an expectation that the city work on behalf of some of the deals since $177,000 is going towards the SSMID.

Jessica Rucker explained that if a particular economic development could be handled by Main Street alone, then the SSMID funding would be used.

Mayor Hart questioned if more council could be added as part of the voting body since the city is putting up half the money because it would no longer be self-supporting, it would be self and municipal supporting.

Jessica Rucker commented that she could take that to the board of directors but it is something that could be on the table.

Mr. Nichols questioned why they are shooting for 76 percent in agreement.

Jessica Rucker explained that it would then only require a majority of council to vote in favor of the SSMID. Otherwise, it would have to be a super majority vote.

100780 - Grieder/Chiles

that the meeting be adjourned at 4:41 p.m. Voice-vote Ayes: Six. Motion carried.

_____

Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Proclamation declaring October 3, 2022 as Indigenous Peoples Day.

City Council Meeting: 10/3/2022
Prepared: 9/22/2022

ATTACHMENTS:

	Description	Type
🗋	Proclamation - Indigenous People Day 2022	Backup Material

SUBJECT: Proclamation declaring October 3, 2022 as Indigenous Peoples Day.

Submitted by: Submitted By: Quentin Hart, Mayor

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS, the City of Waterloo recognizes and honors Indigenous Peoples as stewards of this land with an enduring relationship that exists between their tribal communities since time immemorial; and

WHEREAS, the City of Waterloo acknowledges that we are on lands that historically belonged to the Meskwaki Nation (Sauk and Fox). This land also made up the territories of the Dakota/Lakota/Nakoda (Oceti Ŝakowiŋ), Sahnish/Nuxbaaga/ Nuweta (Three Affiliated Tribes), and the Báxoje Máya^{n} (Ioway tribe); and

WHEREAS, the City of Waterloo recognizes the relationship to the land demonstrates an expression of gratitude, appreciation, and respect for the many tribal people who have had a long historical presence in Waterloo and Iowa; and

WHEREAS, the City of Waterloo recognizes that the U.S. government forced Indigenous Peoples off their lands through state sanctioned violence and genocide. In Iowa, nine treaties were used to forcibly remove Indigenous people from Iowa to be resettled in Oklahoma and other reservations; and.

WHEREAS, the City of Waterloo recognizes that, despite a history of violent colonization and settlement of this nation, Indigenous People are still here and thriving. There are 574 federally recognized tribes in the United States. The Sauk and Fox (Meskwaki Nation) are the only federally recognized tribe in Iowa today.

WHEREAS, the City of Waterloo works to envision a future for the community that occupy this land and understand our place in its history.

WHEREAS, the City of Waterloo recognizes that colonization is an ongoing process and that we must remain mindful of our present participation.

WHEREAS, the City of Waterloo recognizes the value of the many contributions to our community through indigenous peoples' knowledge, labor, stewardship to the land, including contributions to technology, science, art, sports, and a deep cultural contribution to the character of this nation.

NOW, THEREFORE, I, Mayor Quentin Hart, do herby proclaim October 3, 2022, as

INDIGENOUS PEOPLES' DAY

In Waterloo, Iowa, and urge all citizens to celebrates this observance and to learn more about this history of our neighbors, friends, and family of Indigenous descent.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Waterloo to be affixed this 3rd day of October 2022.

ATTEST:

Kelley Felchle

Kelley Felchle, City Clerk

Quentin Hart

Quentin Hart, Mayor

CITY OF WATERLOO

Council Communication

Proclamation declaring October 9-15, 2022 as Fire Prevention Week.

City Council Meeting: 10/3/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Fire Prevention Week	Backup Material

SUBJECT: Proclamation declaring October 9-15, 2022 as Fire Prevention Week.

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS, the City of Waterloo is committed to ensuring the safety and security of all those living in and visiting our state; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires caused 2,580 civilian deaths in the United States in 2020, according to the National Fire Protection Association and fire departments in the United States responded to 356,500 home fires; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, Waterloo residents should be sure everyone in the home understands the sounds of the smoke alarms and knows how to respond; and

WHEREAS, Waterloo residents who have planned and practiced a home fire escape plan are more prepared and will, therefore, be more likely to survive a fire; and

WHEREAS, Waterloo residents will make sure their smoke and carbon monoxide (CO) alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, Waterloo Fire Rescue is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Waterloo residents that are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2022 Fire Prevention Week theme, "Fire won't wait. Plan your escape," effectively serves to remind Waterloo it is important to have a home fire escape plan.

NOW, THEREFORE, I, Quentin Hart, Mayor of the City of Waterloo, Iowa, do hereby proclaim October 9-15, 2022, as

FIRE PREVENTION WEEK

Throughout this city, and I urge all the people of Waterloo to plan and practice a home fire escape for Fire Prevention Week 2022 and to support the many public safety activities and efforts of Waterloo's fire and emergency services.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Waterloo to be affixed this 3rd day of October 2022.

ATTEST:

Kelley Felchle
City Clerk

CITY OF WATERLOO IOWA

Quentin Hart
Mayor

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 9/21/2022

ATTACHMENTS:

	Description	Type
	Cover letter from Shane Wright on Grant Agreement	Cover Memo
	Iowa DOT-AB Grant Agreement to the City of Waterloo and ALO	Cover Memo
	Picture No: 1 of Hangar No: 4	Cover Memo

SUBJECT:	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.
Submitted by:	Submitted By: Keith Kaspari, Airport Director
Recommended Action:	Approve the above Resolution as requested by Staff.
Summary Statement:	This grant agreement, should (pending bids received) provide for the following phase of additional improvements to Hangar No: 4, as follows: 1. Replacement of old HVAC equipment on the roof top, south face of the building, and both east and west furnaces; 2. Tuck Pointing of the Exterior Concrete Block faces of the building; and, 3. Once the tuck pointing is complete, paint the exterior of the building.
Neighborhood Impact:	Should provide much more solid envelope for both the interior and exterior of the hangar building.
Data/Analysis and Strategies:	This request continues to achieve another phase of work for the eventual lease of the building for additional building or lease rent revenue for the airport department.
Implementation, Accountability,	Staff will be working with AECOM Technical Services, Inc. to provide for a sound and balanced approach of how best to utilize the funds for the

and Communication:	maximum benefit of this project.
Community Engagement Methods:	Continue to work with consulting engineers to provide the maximum design and bidding process as possible to maximize the use of the funds available.
Expenditure Required/Source of Funds:	This project has received a funding source, from: The Iowa Department of Transportation; via the Aviation , and the Aviation Bureau, and through Bureau's Commercial Service Vertical Infrastructure program (CSVI).
Alternative:	At the time of this request, there are no project alternatives.
Legal Descriptions:	Not Applicable for this request from Staff.

September 7, 2022

Waterloo Regional Airport
Keith Kaspari
2790 Livingston Lane
Waterloo, IA 50703

Dear Keith:

The FY 2023 Commercial Service Vertical Infrastructure project you requested was approved for funding by the Iowa Transportation Commission on August 9, 2022.

Attached is a grant agreement between the airport sponsor and the Iowa DOT. The airport sponsor should review, sign, and email a signed copy to me. Hard copies are not required. **The airport sponsor has 90 days to sign the grant and return it to the Iowa DOT for our signature.** Any contracts not returned within the 90-day window may be canceled. Once received, the Iowa DOT will sign and return a fully executed contract to the sponsor. The airport sponsor is authorized to begin the project **after** receiving the contract with both Iowa DOT and Sponsor signatures in place.

Please review the agreement and note the Airport's responsibilities and assurances, required affirmative action, targeted small business and audit requirements. If the sponsor will be requesting reimbursement for engineering services, a copy of the agreement will need to be provided to the Iowa DOT. The Iowa DOT recommends that engineering agreements are either lump sum, or cost plus with fixed overhead rate and maximum dollar amount. Any engineering agreement more than $150,000 must have a pre-audit completed by the Iowa DOT. All engineering agreements that are paid with state funds are subject to a final audit. Please include state related nondiscrimination and targeted small business clauses in your agreements.

A few important reminders as you prepare to get underway with the project:

- The project must be under obligation within 12 months.
- Please note that only expenses incurred on or after the Iowa DOT signature date on the agreement are eligible for reimbursement.
- Submit claims for reimbursement with copies of invoices, canceled checks or other documentation that the bills have been paid.

- **Please note that these funds revert two years after the end of the fiscal year for which the appropriation is made. Plan your project timeline accordingly.**

[515-239-1048] | [Shane.Wright@iowadot.us] | www.iowadot.gov | Address: [800 Lincoln Way, Ames, IA 50010]

- Reimbursement requests should be made in the same fiscal year that the work is completed. Reimbursement for work done near the end of a state fiscal year (June 30) must be requested by August 1.
- A final acceptance form must be completed and submitted with the final claim for reimbursement. Required forms can be downloaded from the Aviation Web site at https://iowadot.gov/aviation/airport-managers-and-sponsors/forms.

If you have any questions regarding this information, please call me at 515-239-1048.

Good luck with your airport project!

Sincerely,

Shane Wright, C.M.
Program Manager

| [515-239-1048]
| [Shane.Wright@iowadot.us]
| www.iowadot.gov
Address:
[800 Lincoln Way, Ames, IA 50010]

IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2023
COMMERCIAL SERVICE VERTICAL INFRASTRUCTURE PROGRAM (CSVI)

This AGREEMENT is made between the Iowa Department of Transportation called the "Iowa DOT" and **City of Waterloo**, hereafter the "SPONSOR".

1.00 PURPOSE: The purpose of this agreement is to set forth terms, conditions and obligations for accomplishment of certain improvements at the **Waterloo Regional Airport**, hereafter the "Airport".

Improvements shall consist of: **Hangar Rehabilitation** , as more clearly defined in the project application.

It shall be referred to as the "Project" and shall be identified by
Project number: **9I230ALO200**
Contract number: **CNTRT-00004606**

2.0 GENERAL PROVISIONS

2.01 The SPONSOR shall have 90 days to sign and return this agreement or the Iowa DOT reserves the right to revoke this grant.

2.02 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.

2.03 The Iowa DOT agrees to reimburse the SPONSOR **100%** of the eligible project costs, not to exceed the maximum amount payable of $**124,145** incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding. Final reimbursement will be made up to the contract amount in whole dollars.

2.04 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180. (https://www.legis.iowa.gov/docs/iac/chapter/08-10-2022.761.180.pdf)

- Competitive bid procedures for all projects greater than $139,000.
- Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between $77,000 and $139,000
- Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between $57,000 and $139,000,
- Informal local procedures for projects less than the thresholds identified for competitive quotations.

The SPONSOR shall follow requirements of the Iowa Code Section 544A.18, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering or

architectural plans and specifications must be used. The SPONSOR shall submit any plans, specifications and other contract documents to the Iowa DOT for its files.

2.05 Should the SPONSOR fail to comply with any Condition or Assurance provided herein, the Iowa DOT may withhold further payment and may require reimbursement of any or all payments made by the Iowa DOT toward accomplishment of the Project.

2.06 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.

2.07 Neither the Department nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.

2.08 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.

2.09 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid. Only those eligible costs incurred after this agreement is executed shall be reimbursed, unless the SPONSOR receives written notice from the Iowa DOT that the Sponsor has authority to incur costs.

2.10 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.

2.11 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.

2.12 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Iowa DOT.

In accordance with Iowa Code Chapter 216, the SPONSOR shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

2.13 Funding will be available for reimbursement of the project for two years after the date of the agreement, unless appropriations are withdrawn under 2.10. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.

2.14 The SPONSOR agrees to indemnify, defend, and to hold the Iowa DOT harmless from any action or liability out of the design, construction, maintenance and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Iowa DOT's application review and approval process, plan and construction reviews, and funding participation.

2.15 In the case of any dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to the Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of the intent to seek arbitration. The written notice must include a precise statement of the dispute. The Iowa DOT and the SPONSOR agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.

2.16 Infrastructure and/or work products developed through this grant become the property of the SPONSOR and the SPONSOR's responsibility to maintain.

2.17 The attached Exhibit(s) will apply and are hereby made a part of this agreement:

- Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)"

3.00 PROJECT CONDITIONS

3.01 The SPONSOR Agrees to:

(a) Let contracts according to provisions of Chapter 26 of the Iowa Code and preside at all public hearings occasioned by the Project.

(b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is more than $150,000 and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.

(c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT.

(d) Obtain and provide the sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.

(e) Submit to the Iowa DOT a Request for Reimbursement form, copies of invoices, and proof of payment for reimbursement. Progress payments are allowed.

(f) Inspect work and equipment, test materials, and control construction to ensure that the design intent of the plans and specifications is achieved.

(g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the completed project.

(h) Certify satisfactory completion of the Project by resolution or signed final

acceptance form and provide a copy to the Iowa DOT.

(i) Retain all records relating to project cost, including supporting documents, for a period of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.

(j) Ensure that applicable General Provisions and Project Conditions are included in any agreement between the SPONSOR and Engineer/Consultant.

4.00 SPECIAL PROVISIONS

4.01 The Project is for the sole purpose and use of aviation related activities and must be owned by the SPONSOR. The SPONSOR shall not lease airport space constructed with this grant to activities unrelated to aviation.

5.00 SPONSOR ASSURANCES

By authorizing execution of this agreement the SPONSOR hereby certifies that:

5.01 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances. The SPONSOR retains responsibility for compliance with these assurances and all other provisions of this agreement, regardless of any arrangement for management or operation of the airport.

5.02 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.

5.03 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.

5.04 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.

5.05 It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the Iowa DOT for the maintenance and operation of

such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10

5.06 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation need of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.

5.07 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

6.00 EXECUTION OF THE AGREEMENT. By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this _____ day of _____, _____, on behalf of the SPONSOR.

By: _____ Attested: _____

Title: _____ Title: _____

Signed this _____ day of _____, ____, on behalf of the Iowa Department of Transportation.

By: _____
Tamara Nicholson
Director
Modal Transportation Bureau

Exhibit A

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities

on

Non-Federal Aid Projects (Third-Party State-Assisted Projects)

September 2020

CONTRACT PROVISION
Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority Targeted Small Business Certification Program 1963 Bell Avenue, Suite 200

Des Moines, IA 50315 Phone: (515-348-6159)

Website: https://iowaeconomicdevelopment.com/tsb

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

> It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufacturers and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTORS SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day basis. The officer shall also:

A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6159) to identify potential material suppliers, manufacturers and contractors.

A. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.

B. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are submitted. Maintain complete records of negotiations efforts.

C. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.

D. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.

E. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

A. The bidder may count:

1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
2) Work to be subcontracted to a TSB; or
3) Any other commercially useful function.

B. The contractor may count:

1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

1) Name(s) of the TSB(s) contacted regarding subcontractable items.
2) Date of the contract.
3) Whether or not a TSB bid/quotation was received.
4) Whether or not the TSB's bid/quotation was used.
5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre- BID Contract Information Form.

C. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contact Information Form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
4) Were initial solicitations of interested TSBs followed up?
5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
8) Were services used of minority community organization, minority contractors' groups; local State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSINGED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form 730007, "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C of this document prior to the contract award. Form 730007 can be found here: https://forms.iowadot.gov/FormsMgt/External/730007.doc

.

Form 730007WP 7-97

Contractor _____ Page#_____

Project# _____

County _____

City _____

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

(To Be Completed By All Bidders per the Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project $_____
List items by name to be subcontracted:

UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES ON NON-FEDERAL AID PROJECTS (THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-725-3132) or from its website at: https://www.iowa.gov/tsb/index.php/home.

2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.

3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.

4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.

5. For construction contracts:

    a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

    http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf

    b) Ensuring that the awarded contractor has and shall follow the contract provisions.

6. For consultant contracts:

    a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.

    b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.

2. Bidding proposals or RFPs noting established TSB goals, if any.

3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals? ☐ YES ☐ NO

   If no, explain _____

2. Were qualified TSB firms notified of project? ☐ YES ☐ NO

   If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) _____

   If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO

   If no, explain_____

4. Was a goal or percentage established for TSB participation? ☐ YES ☐ NO

   If yes, what was the goal or percentage? _____

   If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO

   If no, what action was taken by Recipient? _____

   Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient
   from the Iowa Department of Transportation? $_____
   What was the final project cost? $_____
   What was the dollar amount performed by TSB firms? $_____

   Name(s) and address(es) of the TSB firm(s)_____
   (Use additional sheets if necessary)

   Was the goal or percentage achieved? ☐ YES ☐ NO

   If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

_____
Title

_____ _____
Signature



CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 9/22/2022

ATTACHMENTS:

Description	Type
Example of Grant Agreement from Iowa DOT	Cover Memo

SUBJECT:	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.
Submitted by:	Submitted By: Keith Kaspari, Airport Director
Recommended Action:	Approve of the above grant as requested by Staff.
Summary Statement:	This air service development grant, from the Iowa DOT and their Aviation Bureau, provides $48,000 of state grant funds for the marketing and promotion of American Airlines and the Airport overall, via a number of marketing mediums such as: Digital / Social Media / Television / Print / Radio and Billboard.
Neighborhood Impact:	No negative impacts are anticipated for this request by Staff.
Data/Analysis and Strategies:	For the diverse use of these funds, we will continue to use a broad base of marketing strategies.
Implementation, Accountability, and Communication:	For the implementation, Staff will be working with our air service marketing consultant to provide as wide of an outreach as possible with the funding available.
Community Engagement Methods:	For this request, if approved, Staff will continue to perform community engagement and outreach methods to ensure, that we: 1. Maximize our funding capability; and, 2. Utilize local resources and vendors via our air service marketing consultant. For the receipt of the $48,000 in State Grant funds, the City of Waterloo and the Waterloo Regional Airport will be required for a $12,000 match -

Expenditure Required/Source of Funds:	whereby the $12,000 will be derived via the Airport's FY-2023 Operating Budget. This then complies with the Iowa's funding allocation of 80% (State) and 20% (Airport) funding match requirement
Alternative:	No alternatives are anticipated for this request by Staff.
Legal Descriptions:	Not Applicable for this request by Staff.

IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2023
AIR SERVICE DEVELOPMENT PROGRAM

PROJECT NUMBER: 9I230ALO135
CONTRACT NUMBER: CNTRT-00004615

This is an agreement between the **Waterloo Regional Airport** (hereinafter referred to as SPONSOR) and the Iowa Department of Transportation (hereinafter referred to as the Iowa DOT) for funding through the Iowa Air Service Development Program, under Iowa Code Section 328.12. Pursuant to the terms of this agreement, and applicable statutes and administrative rules, the Iowa DOT agrees to provide authorized funding to the SPONSOR to help in air service development activities to include:

The promotion of passenger air service from the Waterloo Regional Airport through strategic advertising in digital, social media, television, print, radio, and billboard mediums.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree to:

1. The SPONSOR shall be the lead agency for carrying out the provisions of this agreement and shall be responsible for the development and completion of air service development initiatives (hereinafter referred to as the PROJECT) in accordance with the FY 2023 Air Service Development Program Description and this agreement.

2. The Iowa DOT shall reimburse the SPONSOR for 80% of eligible PROJECT costs not to exceed $48,000.

3. Funds must be obligated within six months of execution of the grant agreement. Claims for reimbursement with proof of expenditures must be submitted within one year of the date of the obligation of funds.

4. All notices required under this agreement shall be made in writing to the Iowa DOT Modal Transportation Bureau and the SPONSOR's contact person. The Modal Transportation Bureau contact shall be Shane Wright (515-239-1048). The SPONSOR's contact person shall be Keith Kaspari.

5. A report must be filed by the sponsor within 30 days of the final claim for reimbursement providing a summary of how funds were used and describing the successes and failures of activities funded through this Air Service Development agreement.

6. The SPONSOR shall solicit, or have solicited bids, for any work on this project in compliance with all applicable laws, ordinances and administrative rules.

7. The SPONSOR shall be responsible for the acceptance of the project. The Iowa DOT reserves the right to review project activities and to audit claims for reimbursement.

8. The SPONSOR shall submit Claims for Reimbursement to the Iowa DOT for eligible PROJECT costs, along with a copy of the billing statement and proof of payment. Reimbursements will be made in whole dollars and will be rounded down.

9. The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The SPONSOR shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by the Iowa Code Chapter 216. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the SPONSOR receives state funds from the Iowa DOT.

10. The Iowa DOT's obligation hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or re-appropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations.

11. The Iowa DOT shall give the SPONSOR notice of any termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding for this program. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.

12. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.

13. This agreement is not assignable without the prior written consent of the Iowa DOT.

14. It is the intent of both parties that no third-party beneficiaries be created by this agreement.

15. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.

16. This agreement constitutes the entire agreement between the Iowa DOT and the SPONSOR concerning this PROJECT. Representations made prior to the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the Iowa DOT and the SPONSOR.

EXECUTION OF THE AGREEMENT: In witness whereof, each of the authorized parties hereto has executed this Agreement as of the date shown with its signature below.

SPONSOR:

Signed this _____day of _____, 2022

By: _____
Authorized Sponsor Representative

By: _____
Airport Manager

IOWA DEPARTMENT OF TRANSPORTATION:

Signed this _____day of _____, 2022

By: _____
Tammy Nicholson, P.E., Director
Modal Transportation Bureau

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 9/21/2022

ATTACHMENTS:

Description	Type
DW Waiver_209-211 Milwaukee Ave	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Recommended Action:	Recommend for approval by the City Engineer.
Summary Statement:	This waiver is needed due to the placement of a driveway or sidewalk on City right-of-way on an unimproved street. I have reviewed this request and recommend its approval subject to the following provisions. 1.Work to be performed by an approved and bonded contractor. 2.A permit is to be obtained from the office of the City Engineer prior to construction. 3.All work shall be performed under the supervision of the City Engineer and at no cost to the City of Waterloo. $7.00 cash for the purpose of recording this waiver and a copy of the legal description have been provided to the City Clerk's office.
Legal Descriptions:	The North Seventy (70) Feet of Lot No. Sixty-one (61), Except the West One Hundred Twenty (120) feet thereof in Maywood Third Addition, Black Hawk County, Iowa.

due 9/13
↓
9/19

WAIVER

Date: 9/6/22

Honorable Mayor and City Council
City Hall
Waterloo, IA 50703

Council Persons:

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

209 - 211 M.L Wanker Ave Waterloo IA 50707.
(Address)

This waiver is needed because of:

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

I agree to the following:

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

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

Respectfully submitted,

Greg Stoner
Printed Name of Property Owner
Gregory Stoner

Signature of Property Owner

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 9/26/2022

ATTACHMENTS:

	Description	Type
	DW Waiver_209-211 Milwaukee Ave_culvert	Cover Memo

SUBJECT:	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.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Recommended Action:	Recommendation of approval by the City Engineer.
Summary Statement:	This waiver is needed because homeowner is wanting to place a culvert for future ditch work. I have reviewed this request and recommend its approval subject to the following provisions: 1. Work to be performed by an approved and bonded contractor. 2. A permit is to be obtained from the office of the City Engineer prior to construction. 3. All work shall be performed under the supervision of the City Engineer and at no cost to the City of Waterloo. $7.00 cash for the purpose of recording this waiver and a copy of the legal description have been provided to the City Clerk's office.

WAIVER

Date: 9/23/2022

Honorable Mayor and City Council
City Hall
Waterloo, IA 50703

Council Persons:

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

209-211 Milwaukee Ave.
(Address)

This waiver is needed because of:

____ special surface texture to be used on the concrete approach (i.e., exposed aggregate, brick stamped pattern, paving brick).

____ elimination of the sidewalk section due to the inability to meet the grade requirements.

____ elimination of the sidewalk section for asphalt driveways.

____ placement of a driveway or sidewalk on City right-of-way on an unimproved street.

X Other: Culvert placement by property owner / Property owner expense, if required for future ditch work.

I agree to the following:

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

Attached herewith is a payment in the amount of seven dollars ($7.00) for the purpose of recording this agreement.

Respectfully submitted,

Greg Stover
Printed Name of Property Owner

Signature of Property Owner

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 9/21/2022

ATTACHMENTS:

	Description	Type
	DW Waiver_4770 Clover Lane	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Recommended Action:	Recommend for approval by the City Engineer.
Summary Statement:	This waiver is needed due to the placement of a driveway or sidewalk on City right-of-way on an unimproved street. I have reviewed this request and recommend its approval subject to the following provisions. 1.Work to be performed by an approved and bonded contractor. 2.A permit is to be obtained from the office of the City Engineer prior to construction. 3.All work shall be performed under the supervision of the City Engineer and at no cost to the City of Waterloo. $7.00 cash for the purpose of recording this waiver and a copy of the legal description have been provided to the City Clerk's office.
Legal Descriptions:	Lot No. Thirty-one (31) in First Addition to Klingaman Knolls, now in the City of Waterloo, Black Hawk County, Iowa

WAIVER

Date: 9-13-2022

Honorable Mayor and City Council
City Hall
Waterloo, IA 50703

Council Persons:

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

4770 Clover Lane, Waterloo, IA
(Address)

This waiver is needed because of:

_____ **special surface texture to be used on the concrete approach (i.e., exposed aggregate, brick stamped pattern, paving brick).**

____ **elimination of the sidewalk section due to the inability to meet the grade requirements.**

_____ **elimination of the sidewalk section for asphalt driveways.**

X
____ **placement of a driveway or sidewalk on City right-of-way on an unimproved street.**

_____ **Other:** _____

I agree to the following:

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

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

Respectfully submitted,

THE MAGDEFRAU FAMILY REVOCABLE TRUST — TRUSTEE.

Printed Name of Property Owner **Signature of Property Owner**

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 8/24/2022

ATTACHMENTS:

Description	Type
DW Waiver_514 Woodbridge St	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Recommended Action:	Recommended for approval by the City Engineer.
Summary Statement:	Attached is a request for construction of a concrete driveway with the elimination of the sidewalk section due to the inability to meet requirements of the driveway at 1710 E. Mitchell Avenue. I have reviewed this request and recommend its approval subject to the following provisions: 1. Work to be performed by an approved and bonded contractor. 2. A permit is to be obtained from the office of the City Engineer prior to construction. 3. All work shall be performed under the supervision of the City Engineer at no cost to the City of Waterloo. $7.00 cash for the purpose of recording this waiver and a copy of the legal description have been provided to the City Clerk's office.
Neighborhood Impact:	This is a waiver of the City's Standard Specifications for Driveway Construction. It requires Council approval so that it can be recorded to the property, so that the waiver requirements run with the property ownership.
Legal Descriptions:	Lot No. Twenty-five (25) in Hillcrest Second Addition in the City of Waterloo, Iowa

WAIVER

Date: 9-16-22

Engineer's notes:
Existing ~~(proposed)~~ paving elevation: ~~215~~ 191 above adjacent Gutter Flow
Surrounding grade: ~~126~~
Adjacent north neighbor: 508 Woodbridge Street has a waiver based on grade

Honorable Mayor and City Council
City Hall
Waterloo, IA 50703

Council Persons:

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

514 Woodbridge Street, Waterloo, IA.
(Address)

This waiver is needed because of:

_____ **special surface texture to be used on the concrete approach (i.e., exposed aggregate, brick stamped pattern, paving brick).**

X **elimination of the sidewalk section due to the inability to meet the grade requirements.**

_____ **elimination of the sidewalk section for asphalt driveways.**

_____ **placement of a driveway or sidewalk on City right-of-way on an unimproved street.**

_____ **Other:** _____

I agree to the following:

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

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

Respectfully submitted,

Dave Wallbaum Ex
Printed Name of Property Owner

Dave Wallbaum Ex
Signature of Property Owner

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 9/14/2022

SUBJECT:	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.
Submitted by:	Submitted By: Sandie Greco, Traffic Operations Director
Recommended Action:	Approve Resolution
Summary Statement:	Received a call from a spokesperson for the Kaiser Court area regarding the T-intersection does not have a street light. This meets the City's Street Light Policy.
Neighborhood Impact:	The T-intersection will be visible at night. Additional lighting adds a to a safer neighborhood.

Expenditure Required/Source of Funds: Road Use Tax

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 9/15/2022

ATTACHMENTS:

	Description	Type
	Plans for W9th-South Mini Rounabout	Backup Material
	Documents-Specification	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Mohammad Elahi, Traffic Engineer
Recommended Action:	Approve Resolution
Summary Statement:	The project location experiences a large number sign violation crashes including injury crashes. The mini roundabout is expected to greatly improve traffic safety at the location by almost eliminating right angle broadside accidents.
Expenditure Required/Source of Funds:	Estimated Cost is $499,000: Safety Grant: $377,000; Local Funds $122,000.

CITY CONTRACT #: 1058



CONSTRUCTION PLANS FOR

CITY OF WATERLOO

BLACK HAWK COUNTY, IOWA

WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY PROJECT NO: TOF-297

IOWA DOT PROJECT NO: CS-TSF-8155(777)--85-07

THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND THE CITY OF WATERLOO SUPPLEMENTAL SPECIFICATIONS.

MILEAGE SUMMARY	105-1 09-27-94	
LOCATION	LIN. FT.	MILES
SOUTH STREET STA 120+83 TO STA 138+14	243	0.046
W 9TH STREET STA 203+16 TO STA 210+66	254	0.048
TOTALS	497	0.94

DESIGN DATA	101-5 04-30-02
SOUTH STREET - POSTED SPEED	25 MPH
SOUTH STREET - DESIGN SPEED	30 MPH
SOUTH STREET - ADT	4470
W 9TH STREET - POSTED SPEED	30 MPH
W 9TH STREET - DESIGN SPEED	35 MPH
W 9TH STREET - ADT	9100



PROJECT LOCATION MAP
Not To Scale

TOTAL SHEETS: 36

SHEET INDEX

SHEET NO.	SHEET TITLE
A.01	COVER SHEET
A.02	LEGEND AND UTILITY CONTACTS
A.03	GENERAL NOTES
A.04	REMOVAL PLAN
B.01 - B.02	TYPICAL SECTIONS
C.01	QUANTITIES
C.02 - C.03	ESTIMATE REFERENCE NOTES
C.04 - C.07	TABULATIONS
D.01 - D.04	PLAN AND PROFILE
F.01	GRADING AND EROSION CONTROL
G.01	GEOMETRIC CONTROL
H.01	RIGHT OF WAY PLAN
J.01	TRAFFIC CONTROL PLAN
J.02	DETOUR PLAN
K.01 - K.02	INTERSECTION PLAN
L.01	JOINTING PLAN
M.01 - M.02	STORM SEWER PLAN
MW.01	WATER MAIN PLAN
N.01 - N.02	PAVEMENT MARKING AND SIGNING PLAN
P.01	LIGHTING PLAN
S.01 - S.05	SIDEWALK PLAN

Mayor And City Council

Quentin Hart (Mayor)	Rob Nichols
Dave Boesen	John Chiles
Jonathan Grieder	Nia Wilder
Jerome Amos	Ray Feuss

811
1-800-292-8989
The Utilities as shown on this drawing were developed from the information available. This is not implied nor intended to be the complete inventory of utilities in this area. It is the clients/contractors responsibility to verify the location of all utilities (whether shown or not) and protect said utilities from any damage.

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT DESCRIBED BELOW 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.
SIGNATURE:
NAME: MITCH FRAZIER
DATE: 08/31/2022 LICENSE NUMBER: 21966
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2023
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: P-SHEETS

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT DESCRIBED BELOW 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.
SIGNATURE:
NAME: MARCUS JANUARIO
DATE: 08/31/2022 LICENSE NUMBER: 23116
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2022
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: ALL SHEETS EXCEPT P-SHEETS

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223 Third Avenue SE, Suite 300 | Cedar Rapids, Iowa 52406
319.364.0227 | www.shive-hattery.com
Iowa | Illinois | Indiana | Nebraska

WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT
CITY OF WATERLOO
BLACK HAWK COUNTY, IA

08/31/2022
BID
PROJECT NO: 1213950
CLIENT NO: 1058

A.01

CONTACT NUMBERS

CITY OF WATERLOO:
- ENGINEERING DEPARTMENT (319) 291-4312
- TRAFFIC OPERATIONS (319) 291-4440

FIRE:
- BUSINESS (319) 291-4460
- EMERGENCY 911

POLICE:
- BUSINESS (319) 291-4340
- EMERGENCY 911
- SANITARY & STORM SEWER: (319) 291-4553
- WATER: (319) 232-6280

IOWA ONE CALL: 811

Company	Contact Name	Email address	Phone #	Impact on Utilities
City of Waterloo - Forestry	Todd Derifield	Todd.derifield@waterloo-ia.org		
City of Waterloo - Engineering	Jamie Knutson	Jamie.Knutson@waterloo-ia.org	319-291-4312	
City of Waterloo - Sewer	Brian Bowman	Brian.bowman@Waterloo-IA.org		
City of Waterloo - Traffic	Sandie Greco	Sandie.greco@waterloo-ia.org		
City of Waterloo - Sewer	Laura Mast	laura.mast@waterloo-ia.org		
City of Waterloo - Traffic	Matt Vlasak	Matt.Vlasak@waterloo-ia.org		
City of Waterloo - Traffic	Tina Schellhorn	Tina.Schellhorn@waterloo-ia.org		
MidAmerican	I. Johnson	lrjohnson@midamerican.com		
MidAmerican - Gas	Karen Speicher	Karen.Speicher@midamerican.com		20" distribution feeder runs along NW side of W 9th St, and can't be relocated. Potholes on each side will be required. **Need to coordinate with the City's surveyors.**
MidAmerican - Streetlight	Kline	DKline@midamerican.com		There's streetlight pole at the corner, which MidAmerican can remove once the intersection is closed for construction.
MidAmerican	Dwoofter	NDwoofter@midamerican.com		
MidAmerican (Streetlight)	Shane Davis	Shane.Davis@midamerican.com		There's one pole on the SW corner of the intersection that would need to be relocated prior to construction
CenturyLink	Brent Giese	Brent.Giese@CenturyLink.com		
Mediacom	Parker	kparker@mediacomcc.com		
Mediacom	Frazer	bfrazer@mediacomcc.com		
Mediacom		jchicken@mediacomcc.com		
Mediacom	Stephen Kness	Stephen.Kness@windstream.com		Mediacom is all aerial. Lines would move if power poles move.
Windstream CLEC Fiber	Stephen Kness	Stephen.Kness@windstream.com		None
UPN Fiber	Dan Hogan	dan.hogan@upnfiber.com		
Aureon	Jeff Klocko	jeff.klocko@aureon.com		None
SBT	Jim	jim@sbt.net		None
Terratech	Tim Carone	tcarone@terratechllc.net		
Terratech		baman@terratechllc.net		
Lumen	Dave Graham	Dave.Graham@lumen.com	319-830-3630	
Lumen	Tommy Brower	Tommy.Brower@lumen.com	515-201-4520	
Lumnen	Heather Blackburn	Heather.Blackburn@lumen.com		Utility plans provided
Lumen	Pat Cairns	Pat.Cairns@lumen.com	515.263.7305	Owns a route on the SE side of W 9th St, which encompasses a duct structure with 4 - 4" conduits that contain a 900 pair copper cable and 2 – 600 pair copper cables.
Lumen	Dave Graham	Dave.Graham@lumen.com		Responsible for Waterloo area
Lumen	NA	CTL-RDMV-IA@lumen.com		Include in the email list

LEGEND — GENERAL SITE

PLAN MARK	DESCRIPTION
	EXISTING STRUCTURE
	GUARD POST/ BOLLARD
MB	MAILBOX
PM	PARKING METER
	HANDICAPPED PARKING
	SHRUB
	DECIDUOUS TREE
	CONIFEROUS TREE
	SINGLE POLE SIGN
	DOUBLE POLE SIGN
	TRAFFIC SIGNAL WITH ARM
X	WIRE FENCE
	WOOD FENCE
	CHAINLINK FENCE
	RAILROAD
	GUARD RAIL
	TREE LINE
521	MINOR CONTOUR
520	MAJOR CONTOUR
	CONCRETE
	GRAVEL
	ASPHALT

LEGEND — RIGHT-OF-WAY

PLAN MARK	DESCRIPTION
ROW	PROPOSED RIGHT-OF-WAY
ROW	EXISTING RIGHT-OF-WAY
	EXISTING PROPERTY LINE
	EXISTING EASEMENT
	TEMPORARY EASMENT
	PROPOSED EASEMENT

LEGEND — UTILITY LINES

EXISTING LINE TYPE	DESCRIPTION	PROPOSED LINE TYPE
OE	ELECTRIC - OVERHEAD	OE
E	ELECTRIC - UNDERGROUND	E
G	GAS MAIN	G
W	WATER MAIN	W
	SANITARY SEWER	
FM	SANITARY FORCE MAIN	FM
	STORM SEWER	
OT	TELEPHONE - OVERHEAD	OT
T	TELEPHONE - UNDERGROUND	T
OC	CABLE LINE - OVERHEAD	OC
C	CABLE LINE - UNDERGROUND	C
FO	FIBER OPTICS	FO
ST	PROCESS/HEATING STEAM	

LEGEND — SURVEY

PLAN MARK	DESCRIPTION
BM	BENCH MARK
	BOUND
	IRON ROD - FOUND
	IRON ROD - SET
	MONUMENT FOUND
	MONUMENT SET
	X CUT FOUND
	X CUT SET
	RIGHT OF WAY MARKER
	DRILL HOLE
	STATION MARKER
	SOIL BORING
	PROPERTY CORNER
736.45 TOP	SURVEY POINT ELEVATION

LEGEND — GENERAL SITE GRADING / EROSION CONTROL

PLAN MARK	DESCRIPTION
695.00	SPOT ELEVATION
TC 697	TOP OF CURB AND GUTTER ELEVATION
2%	SLOPE ARROW
	FLOW ARROW
	SILT FENCE
	INLET PROTECTION
	COMPOST SOCK
	GRADING LIMITS

LEGEND — UTILITIES

PLAN MARK	DESCRIPTION
W	WATER IRRIGATION VALVE
	UTILITY POLE W/TRANSFORMER
	WATER SHUTOFF VALVE
	GUY ANCHOR
	FIRE HYDRANT
	FLARED END SECTION
	UTILITY END CAP
	VALVE
RV	POST INDICATOR VALVE
C	CABLE TV PEDESTAL
	CLEANOUT
J	JUNCTION BOX
MH	MANHOLE
D	STORM MANHOLE
E	ELECTRICAL MANHOLE
S	SANITARY MANHOLE
T	TELEPHONE MANHOLE
T	TELEPHONE PEDESTAL
V	VAULT BOX
W	WELL
W	WATER MANHOLE
HH	HANDHOLE
S	SIGNAL BOX
G	GAS METER
E	ELECTRIC METER
	TRANSFORMER
W	WATER METER
A	AIR CONDITIONER
	CURB INLET
	INTAKE - CIRCLE
	INTAKE - RECTANGLE
	INTAKE - SQUARE

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Iowa | Illinois | Indiana | Nebraska

WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: DAP
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 1213650
FIELD BOOK: —
CLIENT NO: 1058

LEGEND AND UTILITY CONTACTS

A.02

GENERAL NOTES

1. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH SUDAS STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (LATEST EDITION).
2. IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES VERBAL NOTICE TO IOWA ONE-CALL 1-800-292-8989, NOT LESS THAN 48 HOURS BEFORE EXCAVATING, EXCLUDING WEEKENDS AND HOLIDAYS
3. NOTIFY THE CITY OF WATERLOO A MINIMUM OF 48 HOURS PRIOR TO BEGINNING CONSTRUCTION WITHIN PUBLIC RIGHT-OF-WAY.
4. THE CONTRACTOR SHALL PROVIDE TRAFFIC AND PEDESTRIAN CONTROL MEASURES (SIGNS, BARRICADES, FLAGGERS, ETC.) IN COMPLIANCE WITH PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION AND CITY STANDARDS.
5. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY EROSION CONTROL MEASURES AND MAINTAIN THEM THROUGHOUT THE DURATION OF THE PROJECT.
6. CONSTRUCTION ACTIVITIES ARE TO BE LIMITED TO THE EXISTING RIGHT-OF-WAY, RIGHT OF ACCESS AREAS, AND ADJACENT EASEMENT AREAS. IF ADDITIONAL AREAS ARE NEEDED FOR STAGING, STORAGE, ETC., IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN WRITTEN PERMISSION FROM THE PROPERTY OWNER(S). COPIES OF THE AGREEMENTS SHALL BE SUBMITTED TO THE CITY OF WATERLOO PRIOR TO THE USE OF PROPERTY.
7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN EXISTING FIELD CONDITIONS BEFORE BIDDING ON THIS PROJECT, ORDERING MATERIALS, AND BEGINNING CONSTRUCTION.
8. CONTRACTOR SHALL COORDINATE WITH PRIVATE UTILITIES REGARDING RELOCATION, ADJUSTMENT OR TEMPORARY SUPPORT OF THEIR FACILITIES.
9. MAINTAIN POSITIVE DRAINAGE ON THE SITE THROUGHOUT THE PROJECT DURATION.
10. SITE CLEAN-UP SHALL BE PERFORMED ON A DAILY BASIS. SIDEWALKS, PARKING LOTS, ROADWAYS, ETC. SHALL BE KEPT CLEAN AT ALL TIMES. CONTROL DUST SPREADING FROM ALL WORK AND STAGING AREAS.
11. IT IS INTENDED THAT ALL COSTS OF MATERIALS, EQUIPMENT, TOOLS, LABOR AND INCIDENTALS BE PAID FOR UNDER THE ITEMS SHOWN ON THE PLAN DRAWINGS.
12. KEEP ADJACENT PUBLIC STREETS FREE FROM SOIL AND DEBRIS GENERATED BY THE PROJECT.
13. PROTECT ALL EXISTING FEATURES (INCLUDING BUT NOT LIMITED TO WALLS, TREES, LANDSCAPING, DRIVEWAYS, SIDEWALKS, CURBS, PAVEMENT, UTILITIES, ETC.) NOT SPECIFICALLY NOTED FOR REMOVAL. FEATURES NOT DESIGNATED FOR REMOVAL THAT ARE DAMAGED OR REMOVED BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
14. THE MEANS AND METHODS OF THE WORK AND THE SAFETY OF THE CONTRACTOR'S EMPLOYEES ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
15. NO WORK SHALL BE PERFORMED BEYOND THE PROJECT LIMITS WITHOUT PRIOR AUTHORIZATION FROM THE OWNER'S REPRESENTATIVE.
16. MAINTAIN ACCESS TO PROPERTIES ALONG THIS PROJECT AT ALL TIMES.

GENERAL UTILITY NOTES

1. REFER TO SUDAS 1070 2.07 FOR GENERAL UTILITY NOTES.
2. ABANDONED UTILITIES NOT SHOWN ON THE PLANS MAY EXIST WITHIN THE CONSTRUCTION LIMITS. IF ENCOUNTERED, CONTRACTOR SHALL CONFIRM SAID UTILITIES ARE ABANDONED. CONTRACTOR IS RESPONSIBLE FOR REMOVING THESE LINES AS NECESSARY FOR CONSTRUCTION.
3. CONTRACTOR SHALL VERIFY SANITARY AND STORM SEWER PIPE SIZES AND INVERTS PRIOR TO CONSTRUCTION AND PRIOR TO ORDERING MANHOLES AND/OR PIPE. NO ADDITIONAL PAYMENT SHALL BE MADE TO THE CONTRACTOR FOR MATERIAL THAT IS ORDERED AND DOES NOT MATCH PIPE SIZES AND INVERTS THAT ARE TO BE CONFIRMED PRIOR TO CONSTRUCTION.
4. REPAIR ALL FIELD/DRAIN TILES ENCOUNTERED DURING CONSTRUCTION AS SPECIFIED OR AT A MINIMUM TO ALLOW FLOW USING LIKE MATERIAL IN NEW CONDITION WITH CITY APPROVED CONNECTIONS. CONTRACTOR SHALL RECORD EXISTING TYPE, SIZE, LOCATION AND DEPTH OF ALL FIELD/DRAIN TILES ENCOUNTERED AND REPAIRED DURING CONSTRUCTION. PROVIDE DATA TO THE CITY FOR INCORPORATION INTO RECORD DRAWINGS.

SHIVEHATTERY
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223 Third Avenue SE, Suite 330 | Cedar Rapids, Iowa 52406
319.364.0227 | www.shive-hattery.com
Iowa | Illinois | Indiana | Nebraska

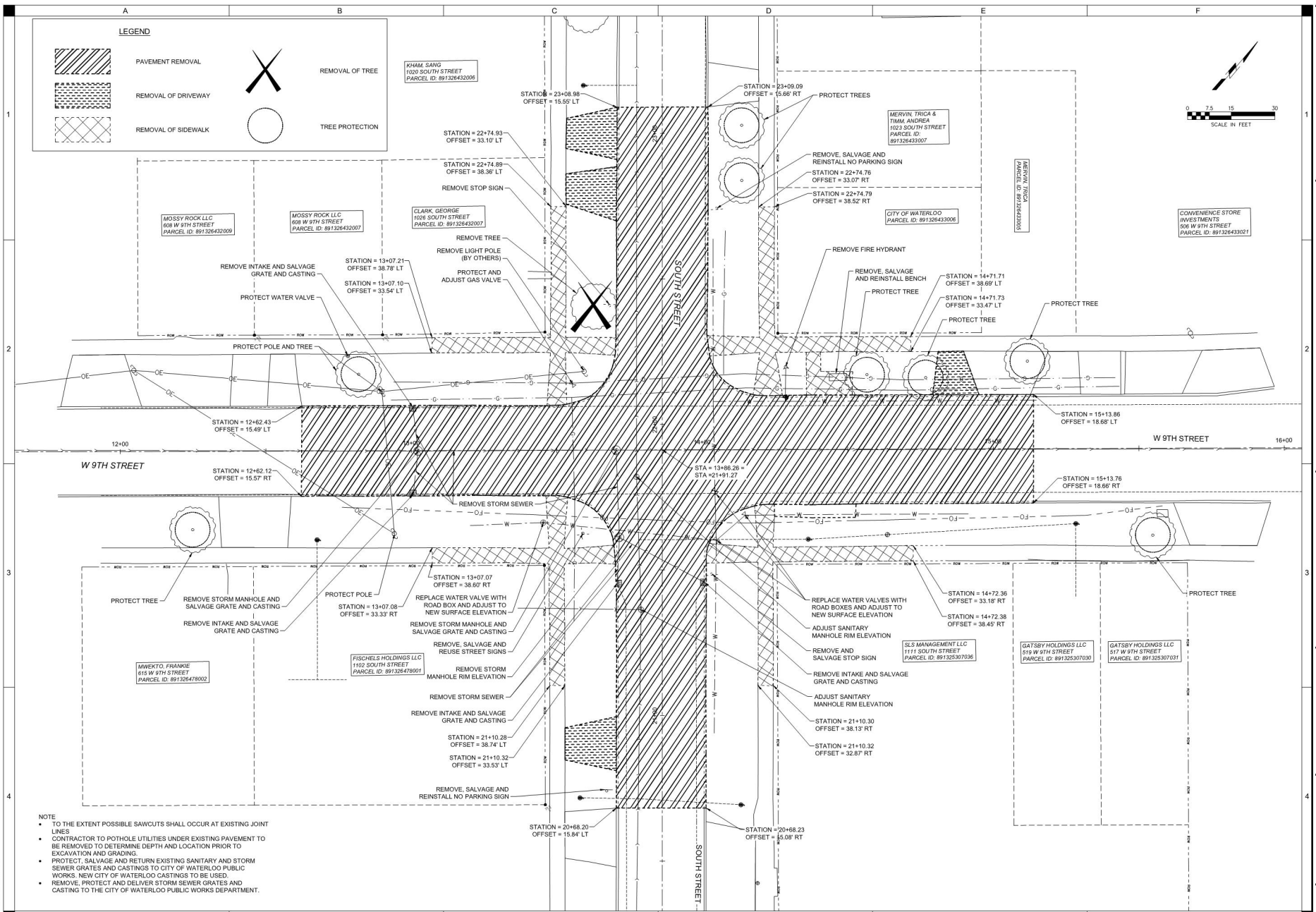
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 08/31/2022
PROJECT NO: 1213860
FIELD BOOK: –
CLIENT NO: 1058

GENERAL NOTES

A.03



NOTE
- TO THE EXTENT POSSIBLE SAWCUTS SHALL OCCUR AT EXISTING JOINT LINES
- CONTRACTOR TO POTHOLE UTILITIES UNDER EXISTING PAVEMENT TO BE REMOVED TO DETERMINE DEPTH AND LOCATION PRIOR TO EXCAVATION AND GRADING.
- PROTECT, SALVAGE AND RETURN EXISTING SANITARY AND STORM SEWER GRATES AND CASTINGS TO CITY OF WATERLOO PUBLIC WORKS. NEW CITY OF WATERLOO CASTINGS TO BE USED.
- REMOVE, PROTECT AND DELIVER STORM SEWER GRATES AND CASTING TO THE CITY OF WATERLOO PUBLIC WORKS DEPARTMENT.

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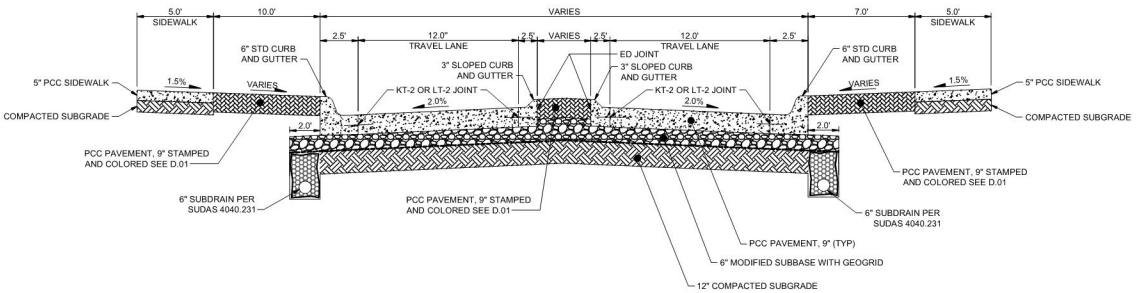
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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT
CITY OF WATERLOO
BLACK HAWK COUNTY, IA

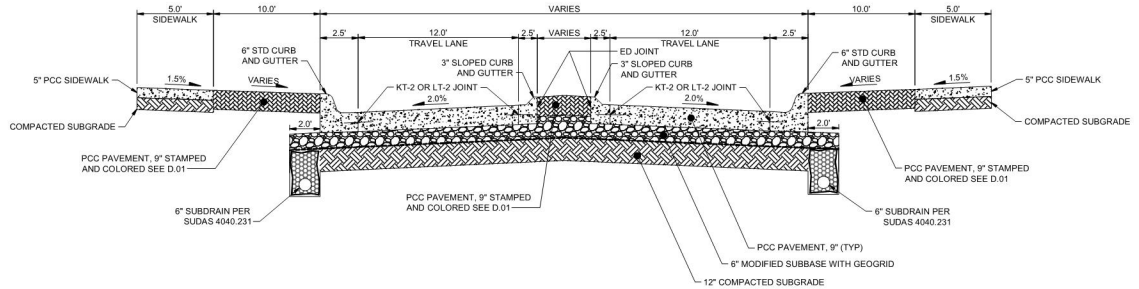
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APPROVED: DAP
ISSUED FOR: BID
DATE: 06/21/2022
PROJECT NO: 1213650
FIELD BOOK: —
CLIENT NO: 1058

REMOVAL PLAN

A.04



1 SOUTH STREET TYPICAL SECTION
NTS



2 W 9TH STREET TYPICAL SECTION
NTS

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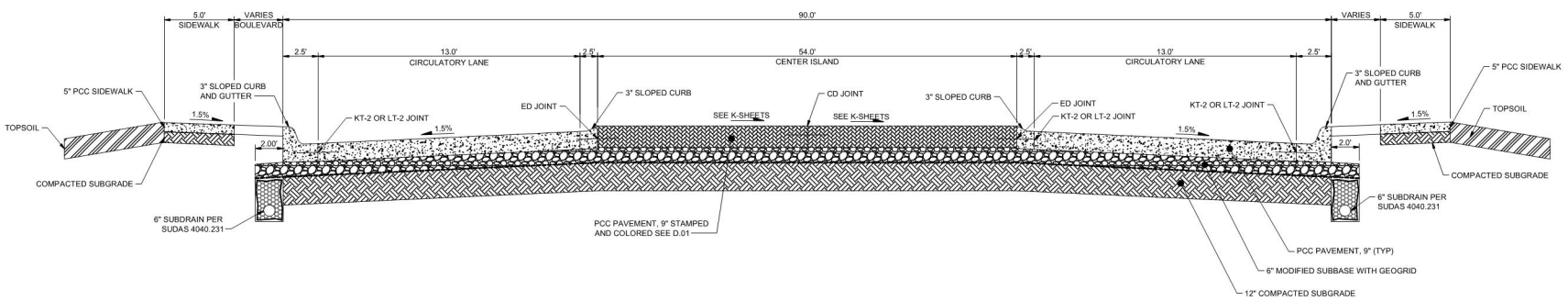
WEST 9TH STREET AND SOUTH
STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

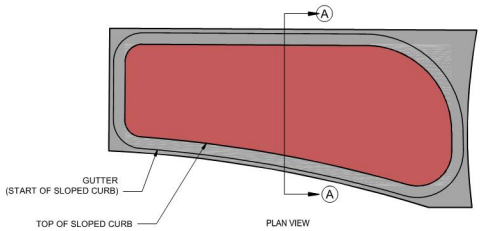
DRAWN: JPL
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ISSUED FOR: BID
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PROJECT NO: 1213850
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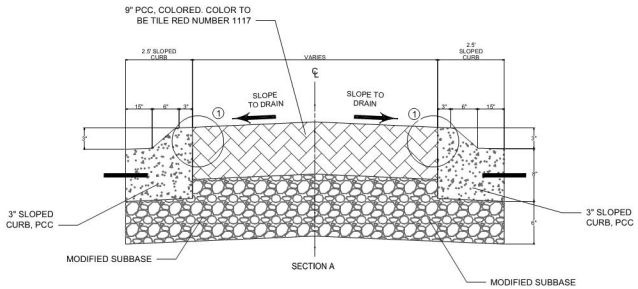
TYPICAL SECTIONS

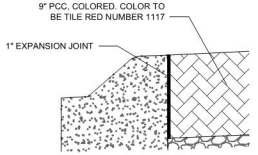
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1 CIRCULAR CENTER ISLAND TYPICAL SECTION
NTS

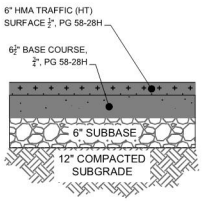






DETAIL 1

2 SPLITTER ISLAND WITH 3" SLOPED CURB, FULL DEPTH REMOVAL
NTS



HMA TRANSITION

3 HMA TRANSITION SECTION
NTS

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

TYPICAL SECTIONS

DRAWN: JPL
APPROVED: DAP
ISSUED FOR: BID
DATE: 06/21/2022
PROJECT NO: 1213950
FIELD BOOK: —
CLIENT NO: 1088

B.02

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ESTIMATED PROJECT QUANTITIES

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY
1	2010-A-0	Clearing and Grubbing	UNIT	184
2	2010-D-3	Topsoil, Offsite	CY	112
3	2010-E-0	Excavation, Class 10	CY	495
4	2010-G-0	Subgrade Preparation, 12"	SY	2835
5	2010-H-0	Subgrade Treatment, Geogrid	SY	2439
6	2010-I-0	Subbase, Modified, 6"	SY	2439
7	4020-A-1	Storm Sewer, Trenched, RCP Class III, 15"	LF	145
8	4020-A-1	Storm Sewer, Trenched, RCP Class III, 18"	LF	64
9	4020-D-0	Removal of Storm Sewer, RCP, 30" or Less	LF	177
10	4040-A-0	Subdrain, HDPE, 6"	LF	702
11	4040-D-0	Subdrain Outlets and Connections, HDPE, 6"	EA	16
12	5020-G-0	Valve Box Replacement	EA	5
13	5020-C-0	Fire Hydrant Assembly	EA	1
14	5020-G-0	Utility Adjustment	EA	1
15	5020-I-0	Fire Hydrant Assembly Removal	EA	1
16	6010-A-0	Manhole, SW-401, 48"	EA	2
17	6010-B-0	Intake, SW-501	EA	1
18	6010-B-1	Intake, SW-505	EA	4
19	6010-E-0	Manhole Adjustment, Minor	EA	2
20	6010-H-0	Remove Manhole	EA	3
21	6010-H-0	Remove Intake	EA	4
22	7010-A-0	Pavement, PCC, 9"	SY	1733
23	7010-A-1	Pavement, Colored PCC, 9"	SY	648
24	7010-I-0	PCC Pavement Samples and Testing	LS	1
25	7020-B-0	Pavement, HMA, 9"	SY	58
26	7030-A-0	Removal of Sidewalk / Shared Use Path	SY	325
27	7030-A-0	Removal of Driveway	SY	105
28	7030-E-0	Sidewalk, PCC, 4"	SY	172
29	7030-E-0	Sidewalk, PCC, 6"	SY	145
30	7030-G-0	Detectable Warning	SF	128
31	7030-H-1	Driveway, Paved, PCC, 6"	SY	80
32	7040-H-0	Pavement Removal	SY	1710
33	8020-C-0	Painted Pavement Markings, Durable	STA	10
34	8020-E-0	Permanent Tape Markings	STA	2
35	8030-A-0	Temporary Traffic Control	LS	1
36	8040-A-0	Type A Sign, Sheet Aluminum	SF	166
37	8040-B-0	Steel 2" X 2" Perforated 14-Gauge Square Tubing Post	LF	240
38	8040-C-0	Removal of Signs and Posts	EA	5
39	9010-B-0	Hydraulic Seeding, Fertilizing, and Mulching, Type 1	AC	0.14
40	9010-D-0	Watering	MGAL	21
41	9040-D-1	Filter Sock, 9"	LF	636
42	9040-D-2	Filter Sock, Removal	LF	636
43	9040-T-1	Inlet Protection Device, Drop In Bags	EA	5
44	9040-T-2	Inlet Protection Device, Maintenance	EA	5
45	9085-SP-1	Removal and Reinstallation of Bench	LS	1
46	9090-SP-1	Roadway Lighting	LS	1
47	11,010-B	Monument Preservation and Replacement	LS	1
48	11,020-A	Mobilization	LS	1
49	11,050-A-0	Concrete Washout	LS	1

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WEST 9TH STREET AND SOUTH
STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 08/31/2022
PROJECT NO: 1213650
FIELD BOOK: –
CLIENT NO: 1058

QUANTITIES

C.01

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ESTIMATE REFERENCE NOTES

Data listed below is for informational purposes only and shall not constitute a basis for any extra work orders.

ITEM NO.	ITEM CODE	DESCRIPTION
1	2010-A-0	CLEARING AND GRUBBING A. Clearing and grubbing to consist of removing all organic materials within limits including roots. Backfill shall be placed where roots have been removed. The loading, hauling and disposal of the materials included in this item are incidental. B. See 'A' Sheets for Details. C. Removal of felled trees, shrubs, and grubbing of stumps 24" below finish grade may occur during the construction project as needed. D. Burning of trees and stumps shall not be allowed. E. No tree except the one call out on the plans shall be felled without prior approval from the City.
2	2010-D-3	TOPSOIL, OFF-SITE A. Contractor to supply topsoil meeting requirements of Section 2010-2.01. B. Provide a minimum thickness of 6" of topsoil.
3	2010-E-0	EXCAVATION, CLASS 10 A. Raw Cut Volume = 95 CY. B. Raw Fill Volume = 370 CY. Adjusted Fill Volume = 495 CY (30% shrinkage factor). C. Estimated Import = 400 CY. No subdrain trench volumes included in adjustments. D. See 'C' sheets for tabulation of cut/fill volumes by station. E. Removal of Granular surfaces are included in excavation quantities.
4	2010-G-0	SUBGRADE PREPARATION, 12" A. Item includes excavating, manipulating, replacing, compacting and trimming to proper grade. B. Depth 12". C. See 'B' Sheets for Details.
5	2010-H-0	SUBGRADE TREATMENT, GEOGRID A. See 'B' Sheets for Details. B. Geogrid and modified subbase shall be placed 2' beyond edge of pavement.
6	2010-I-0	SUBBASE, MODIFIED, 6" A. See 'B' Sheets for Details. B. See 'C' Sheets for Tabulation. C. Material shall meet gradation requirements of Iowa DOT gradation #14. D. Modified subbase shall be placed 2' beyond edge of pavement.
7	4020-A-1	STORM SEWER, TRENCHED, RCP CLASS III, 15" A. See 'C' Sheets for Tabulation. B. See 'M' Sheets for Details. C. For Road Crossings Granular Backfill shall be used to Fill in Trench to Bottom of Subbase and is Included in Bid Item. D. Storm sewer to be be gasketed.
8	4020-A-1	STORM SEWER, TRENCHED, RCP CLASS III, 18" A. See 'C' Sheets for Tabulation. B. See 'M' Sheets for Details. C. For Road Crossings Granular Backfill shall be used to Fill in Trench to Bottom of Subbase and is Included in Bid Item. D. Storm sewer to be be gasketed.
9	4020-D-0	REMOVAL OF STORM SEWER, RCP, 30" OR LESS A. See 'C' Sheets for Tabulation. B. See 'A' Sheets for Details.
10	4040-A-0	SUBDRAIN, HDPE, 6" A. See 'C' Sheets for Tabulation. B. See 'M' Sheets for location. C. Porous Backfill is incidental. D. Engineering Fabric is incidental. E. Spoils from subdrain trench excavation shall not be placed on modified subbase. F. Includes necessary elbows, tees, connection, and backfill material to install the subdrain.
11	4040-D-0	SUBDRAIN OUTLETS AND CONNECTIONS, HDPE, 6" A. See 'C' Sheets tabulation for location and details. B. Install subdrain per Iowa DOT DR-305 standard road plans.
12	5020-G-0	VALVE BOX REPLACEMENT A. See 'C' Sheets for Tabulations. B. See 'D' Shets for Details. C. New valve box to be road grade material. D. Contractor to remove existing valve box and install new valve box and set at proposed pavement elevation.
13	5020-C-0	FIRE HYDRANT ASSEMBLY (INSTALL ONLY) A. See 'D' Sheets for location. B. Install new Tracer wire station. C. Follow Waterloo Water Works Detail for installation. D. Fire hydrant connection to have Storz fitting connection.
14	5020-G-0	UTILITY ADJUSTMENT A. See 'C' Sheets for Tabulations. B. See 'D' Shets for Details. C. Contractor to remove existing valve box and install new valve box and set at proposed pavement elevation.
15	5020-I-0	FIRE HYDRANT ASSEMBLY REMOVAL A. See 'C' Sheets for Tabulation B. See 'A' Sheets for Details
16	6010-A-0	MANHOLE, SW-401, 48" A. See 'C' Sheets for Tabulations. B. See 'M' Sheets for Details. C. Storm Sewer pipe extensions/connections are incidental to intake installation. D. Castings to be City of Waterloo castings.
17	6010-B-0	INTAKE, SW-501 A. See 'C' Sheets for Tabulations. B. See 'M' Sheets for Details. C. Storm Sewer pipe extensions/connections are incidental to intake installation. D. Castings to be City of Waterloo castings.

ESTIMATE REFERENCE NOTES

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ITEM NO.	ITEM CODE	DESCRIPTION
18	6010-B-1	INTAKE, SW-505 A. See 'C' Sheets for Tabulations. B. See 'M' Sheets for Details. C. Storm Sewer pipe extensions/connections are incidental to intake installation. D. Castings to be City of Waterloo castings.
19	6010-E-0	MANHOLE ADJUSTMENT, MINOR A. See 'D' Sheets for Locations. B. Coordination with Utility Owners shall be required. C. Contractor to review structures to be raised. D. Contractor shall add external chimney seal. E. Includes 5' circular manhole box out per SUDAS PV-201
20	6010-H-0	REMOVE MANHOLE A. See 'C' Sheets for Tabulation B. See 'A' Sheets for Details. C. Item to include filling and compaction of all voids left from removal of structure. D. Removal of existing RCP Storm Sewer is incidental to manhole removal.
21	6010-H-0	REMOVE INTAKE A. See 'C' Sheets for Tabulation B. See 'A' Sheets for Details. C. Item to include filling and compaction of all voids left from removal of structure. D. Removal of existing RCP Storm Sewer is incidental to intake removal.
22	7010-A-0	PAVEMENT, PCC, 9" A. Item includes joints and surface curing and pavement protection, safety fencing, concrete for rigid headers, and boxouts for fixtures. B. See 'C' Sheets for Tabulations. C. See 'D' Sheets for Details. D. Includes certified plant inspection and maturity testing. E. Pavement over Storm Sewer shall have a single layer of reinforcing steel as shown in L-Sheets and is included in this item. F. All reinforcing steel indicated on the plans is incidental to construction.
23	7010-A-1	PAVEMENT, COLORED, PCC, 9" A. Item includes final trimming of subgrade or subbase, joints and sealing, surface curing and pavement protection, safety fencing, concrete for rigid headers, and boxouts for fixtures. B. Contractor shall prepare mockup of colored concrete to be reviewed by city prior to placement. C. Pavement shall be colored Tile Red (number 1117). D. Includes certified plant inspection and maturity testing. E. See Special Provisions. F. See C-Sheets for Tabulations. G. See D-Sheets for locations.
24	7010-I-0	PCC PAVEMENT SAMPLES AND TESTING A. Item includes pavement thickness cores, and maturity testing.
25	7020-B-0	PAVEMENT, HMA, 9" A. Contractor shall install a minimum 7" HMA or 6" PCC pavement section. B. Refer to 'J' Sheets for locations. C. Unit price includes a minimum of 6" subgrade preparation extending 2' beyond edges of pavement. D. Contractor shall be responsible for maintaining a safe roadway surface. Repairs and replacement of failed temporary pavement will not be paid for separately. All milling required shall be incidental to this bid item.
26	7030-A-0	REMOVAL OF SIDEWALK A. Item includes sawing, breaking, removing, and disposing of existing sidewalk. B. See 'A' Sheets for Details. C. See 'C' Sheets for Tabulations. D. Estimated thickness is 4" - 6", No additional payment will be made for thickness that are different. E. Work shall include full-depth saw cutting to create a clean edge between existing and proposed sidewalks. F. Adjacent sidewalk pavement damaged during removals shall be replaced by Contractor incidental to this item.
27	7030-A-0	REMOVAL OF PAVED DRIVEWAY A. Item includes sawing, breaking, removing, and disposing of existing sidewalk. B. See 'A' Sheets for Details. C. See 'C' Sheets for Tabulations. D. Estimated thickness is 6", No additional payment will be made for thickness that is different. E. Work to include full-depth saw cutting to create a clean edge between existing and proposed pavement. F. Adjacent driveway pavement damaged during removals shall be replaced by Contractor incidental to this item.
28	7030-E-0	PCC SIDEWALK, 4" A. See 'C' Sheets for Tabulations. B. See 'D' and 'S' Sheets for Details. C. Item includes minor grade adjustments at driveways and other intersections, subgrade preparation, formwork, additional thickness at thickened edges, jointing, sampling, and testing. D. Includes Certified Plant Inspection. E. Transverse joints shall be spaced every 5-feet (typical). Install and seal 1/2-inch preformed expansion joint at top of ramps. F. Curb Ramps to be doweled into street paving. G. Curb ramps and turning spaces shall be 6" thick, extra thickness shall be considered incidental to this item.
29	7030-E-0	PCC SIDEWALK, 6" A. See 'C' Sheets for Tabulations. B. See 'D' and 'S' Sheets for Details. C. Item includes minor grade adjustments at driveways and other intersections, subgrade preparation, formwork, additional thickness at thickened edges, jointing, sampling, and testing. D. Includes Certified Plant Inspection. E. Transverse joints shall be spaced every 5-feet (typical). Install and seal 1/2-inch preformed expansion joint at top of ramps. F. Curb Ramps to be doweled into street paving. G. Curb ramps and turning spaces shall be 6" thick, extra thickness shall be considered incidental to this item.
30	7030-G-0	DETECTABLE WARNING A. See 'C' Sheets for Tabulation B. See 'S' Sheets for Details C. Detectable warning shall be installed at all public street crossings and consist of cast iron panels.

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 121860
FIELD BOOK: —
CLIENT NO: 1058

ESTIMATE REFERENCE NOTES

C.02

ESTIMATE REFERENCE NOTES

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ITEM NO.	ITEM CODE	DESCRIPTION
31	7030-H-1	DRIVEWAY, PAVED, PCC, 6" A. See B-Sheets for thickness of layers and mix information. B. See 'C' Sheets for Tabulations. C. Item includes joints and surface curing and pavement protection, safety fencing, concrete for rigid headers, and boxouts for fixtures. D. Measurement and payment for minor adjustments of existing valve boxes by raising or lowering adjustable valve boxes is incidental to this item. E. Includes install and seal of 1/2-inch preformed expansion joint. All reinforcing steel indicated on the plans is incidental to construction.
32	7040-H-0	PAVEMENT REMOVAL A. Item includes sawing, breaking, removing, and disposing of existing pavement, reinforcing steel. B. Thickness is assumed to be 8", pavement age and thickness is unknown. No additional payment will be made for additonal thickness. C. Damage to adjoining pavement caused by contractor operations shall be replaced at contractors expense. D. See 'A' Sheets for Details. E. See 'C' Sheets for Tabulations. F. Full depth saw cutting is incidental and required prior to removal of pavement adjacent to existing pavement.
33	8020-C-0	PAINTED PAVEMENT MARKINGS, DURABLE A. Item includes reflectorizing spheres, layout, surface preparation, and application of marking paint. B. See 'C' Sheets for Tabulation C. See 'N' Sheets for Details.
34	8020-E-0	PERMANENT TAPE MARKINGS A. See 'C' Sheets for Tabulation B. See 'N' Sheets for Details.
35	8030-A-0	TEMPORARY TRAFFIC CONTROL A. See 'J' Sheets for details. B. Contractor shall include removals and resetting costs of traffic control devices in the traffic control bid item. No additional compensation shall be provided to reset from stage to stage. C. Any changes to staging must be approved by the Engineer prior to implementation. D. Impacts to adjacent properties shall be minimized. E. All traffic control shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the Iowa DOT per 761 of the Iowa Administrative Code (IAC), Chapter 130.
36	8040-A-0	TYPE A SIGN, SHEET ALUMINUM A. See tabulation on 'C' Sheets. B. See location on 'N' Sheets. B. Item to include providing and manufacturing the sign as well as installation of the sign on the post. Measurement shall be by each sign installed. C. Payment shall be considered full compensation for all necessary material, labor, and equipment to manufacture and install the sign. Posts shall be paid for by item Posts, Steel, As Per Plan.
37	8040-B-0	STEEL, 2" x 2" PERFORATED 14-GUAGE SQUARE TUBING POST A. See 'C' Sheets for tabulations. B. See 'N' Sheets for locations. C. In soil, post anchors shall be 12 gauge, 2.5" x 2.5" x 30" perforated square steel tubing driven into the ground leaving 2 to 3 inches exposed above the surface. 2.25" posts to be inserted into 2.5" sleeve and bolted through perforations. D. Anchors, soil, shall be considered incidental to the post. E. Posts shall be measured by each post installed and shall be considered full compensation for all necessary materials, labor, and equipment to install post, anchor, and attach sign to post.
38	8040-C-0	REMOVAL OF SIGNS AND POSTS A. See 'C' Sheets for Tabulation. B. See 'R' Sheets for Details. C. Signs designated for reinstallation to be protected by contractor. D. Posts are to be disposed of by Contractor.
39	9010-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, Type 1 A. SUDAS Seed Mix B. This item includes waranty. C. See 'F' sheets for locations.
40	9010-D-0	WATERING A. Water seeding as necessary for establishment. Quantity is based upon three waterings per week for 4 weeks, a total of 12 waterings. Each watering shall consist of a gentle application of 1/2" depth of water, evenly distributed in a manner that does not displace sod, or soil. B. Payment shall include all necessary labor, equipment, and material to complete the watering.
41	9040-D-1	FILTER SOCK, 9" A. See 'C' Sheets for Tabulation. B. See 'F' Sheets for Details. C. Use sediment filter sock consisting of woven material meeting the requirements of Table 4196.01-1 of the Standard Specifications, except a maximum apparent opening size of US Sieve No. 10 and a minimum flow rate of 145 gallons per minute per square foot. E. Measurement for this item will be by count.

ESTIMATE REFERENCE NOTES

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ITEM NO.	ITEM CODE	DESCRIPTION
42	9040-D-2	FILTER SOCK, REMOVAL A. Includes all labor, equipment and disposal of filter sock after grass has been established and site is stabilized. B. Includes removal of sediment trapped by compost sock. C. Measurement for this item will be by count.
43	9040-T-1	INLET PROTECTION DEVICE, Drop In Bags A. See 'C' Sheets for Tabulation. B. See 'F' Sheets for Details. C. Install per detail shown on plans.
44	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE A. Silt and sediment shall be removed from the base of the device when it reaches 1/3 the height of the device.
45	9085-SP-1	REMOVAL AND REINSTALLATION OF BENCH A. See A and D-Sheets for Details. B. See Special Provision
46	9090-SP-1	ROADWAY LIGHTING A. See P-Sheets for locations.
47	11,010-B	MONUMENT PRESERVATION AND REPLACEMENT A. Must be completed by a licensed surveyor in the state of Iowa.
48	11,020-A	MOBILIZATION A. Item includes the movement of personnel, equipment, and supplies to the project site; the establishment of offices, and other facilities necessary for the project; and bonding, permits, and other expenses incurred prior to construction. B. Item includes all materials and labor needed to protect existing trees.
49	11,050-A-0	CONCRETE WASHOUT A. Concrete washouts shall be manufactured washout containment systems - non-manufactured containment is PROHIBITED. B. Disposal of Concrete is incidental to this bid item and shall be disposed of in accordance with state regulations. C. Clean, maintain, and replace washout as necessary. D. Payment shall be by lump sum and shall be considered full compensation for providing concrete washout.

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
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CLIENT NO: 1058

ESTIMATE REFERENCE NOTES

C.03

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Removal of Driveway

NO.	STATION TO STATION		AREA (SQ YDS)	REMARKS
W 9th Street				
1	14+79.3	14+95.2	20.5	
South Street				
2	20+81.1	20+99.6	29	
3	22+70.0	22+88.6	28.2	
4	22+91.1	23+09.0	27.5	
		TOTAL	105	

Pavement Removal

NO.	STATION TO STATION		AREA (SQ YDS)	REMARKS
W 9th Street				
1	12+62.1	15+13.9	1710	
		TOTAL	1710	

Removal of Sidewalk / Shared Use Path

NO.	STATION TO STATION		SIDE	AREA (SQ YDS)	REMARKS
W 9th Street					
1	13+07.1	13+70.5	LT	75	
2	14+01.7	14+71.7	LT	99.2	
3	13+07.1	13+70.0	RT	74.1	
4	14+01.3	14+72.4	RT	76.3	
			TOTAL	325	

Removal of Signs and Posts

NO.	STATION	OFFSET		LEGEND	REMARKS
W 9th Street					
1	13+68.3	50.0'	LT	Stop Sign	
2	14+05.3	82.6'	LT	No Parking Sign	
3	13+58.5	28.6'	RT	Street Signs	
4	13+66.8	116.7'	RT	No Parking Sign	
5	14+03.2	43.0'	RT	Stop Sign	
		TOTAL	5		

Clearing and Grubbing

NO.	STATION	OFFSET		SIZE	UNITS	REMARKS
W 9th Street						
1	13+19.5	26.80'	LT	42"-48"	80	GRUBBING ONLY
South Street						
2	22+41.18	23.72'	LT	36"-42"	80	CLEARING AND GRUBBING
3	22+43.3	25.54'	RT	12"-15"	6.6	GRUBBING ONLY
4	22+65.1	26.04'	RT	24"-30"	17.6	GRUBBING ONLY
				TOTAL	184	

Removal of Manholes and Intakes

NO.	STATION	OFFSET		REMARKS
W 9th Street				
1	13+02.3	0.1'	RT	Manhole
2	13+00.5	15.0'	RT	Intake
3	13+00.5	15.0'	LT	Intake
4	13+70.4	0.0'	RT	Manhole
5	13+71.4	30.0'	RT	Manhole
6	13+70.6	45.8'	RT	Intake
7	14+00.7	45.6'	RT	Intake
	TOTAL MANHOLE REMOVALS		3	
	TOTAL INTAKE REMOVALS		4	

HMA Asphalt

NO.	STATION TO STATION		LENGTH (FT)	AREA (SF)	AREA (SY)	PAVEMENT THICKNESS			PAVEMENT QUANTITY			REMARKS
						SURFACE (IN)	INTERMEDIATE (IN)	BASE (IN)	SURFACE (TONS)	INTERMEDIATE (TONS)	BASE (TONS)	
South Street												
1	20+63.20	20+68.26	5.1'	260.38	28.93	2.5	0	6.5	3.93	0.00	10.23	
2	23+09.02	23+14.13	5.1'	260.38	28.93	2.5	0	6.5	3.93	0.00	10.23	
			TOTAL	520.76	57.86				7.87	0	20.45	

Filter Sock, 9"

NO.	STATION TO STATION		OFFSET		LENGTH (LF)	REMARKS
W 9th Street						
1	12+62.1	13+15.4	17.37	LT	53.9	
2	13+24.2	13+68.7	36.71	LT	68.7	
3	13+68.8	13+68.8	75.64	LT	3.7	
4	13+68.9	13+69.0	97.14	LT	3.1	
5	13+69.1	13+69.2	117.4	LT	10.4	
6	14+04.3	14+11.8	75.34	LT	43.3	
7	14+13.3	14+54.9	21.11	LT	70.1	
8	14+63.9	14+77.4	20.93	LT	13.6	
9	14+92.6	15+13.7	20.67	LT	21.1	
10	12+58.5	13+15.2	17.34	RT	56.8	
11	13+24.3	13+61.0	16.9	RT	69.7	
12	13+62.1	13+64.6	92.84	RT	20.2	
13	13+66.7	13+68.0	123.2	RT	13.8	
14	14+02.5	14+05.0	72.9	RT	55.3	
15	14+05.0	14+55.4	24.44	RT	72.1	
16	14+64.2	15+23.8	20.04	RT	59.7	
				TOTAL	635.5	

Hydraulic Seeding, Fertilizing, and Mulching, Type 1

NO.	STATION TO STATION		SIDE	AREA (SY)	REMARKS
W 9th Street					
1	12+60.06	13+15.81	LT	86.9	
2	13+53.13	13+70.78	LT	12	
3	13+53.43	13+70.94	LT	10.8	
4	13+53.70	13+71.09	LT	23.1	
5	14+02.31	14+19.82	LT	66.6	
6	14+47.10	15+18.99	LT	111.8	
7	12+57.34	13+15.62	RT	111.4	
8	13+52.44	13+66.60	RT	30.7	
9	13+52.47	13+68.81	RT	29.4	
10	14+00.89	14+18.94	RT	103.4	
11	14+63.90	15+23.76	RT	87.8	
			TOTAL	674	
			TOTAL ACRES	0.14	

Inlet Protection Device, Drop In Bags

NO.	STATION	OFFSET		REMARKS
W 9th Street				
1	13+03.27	18.85'	LT	
2	13+05.01	13.35'	RT	
3	13+47.35	15.21'	RT	
South Street				
4	21+13.41	18.74'	LT	
5	21+13.77	14.56'	RT	
	TOTAL	5		

Removal and Reinstallation of Bench

NO.	STATION	OFFSET		REMARKS
W 9th Street				
1	14+46.6	24.81'	LT	
	TOTAL	1		

PCC Pavement

NO.	STATION TO STATION		AREA (SQ YDS)	REMARKS
W 9th Street				
1	12+62.3	15+13.8	1733	
2	13+23.8	13+70.7	75.6	Colored PCC
3	13+86.7	13+96.3	21.4	Colored PCC
4	14+11.3	14+47.1	54.5	Colored PCC
5	13+09.8	13+45.1	19	Colored PCC
6	13+62.7	14+16.7	254.4	Colored PCC
7	14+34.4	14+77.9	29.8	Colored PCC
8	13+24.2	13+63.0	84.7	Colored PCC
9	13+78.4	13+88.3	22.2	Colored PCC
10	14+03.0	14+63.2	86.2	Colored PCC
		TOTAL 8" PCC Pavement	1733	
		TOTAL 8" Colored PCC	648	

Driveway, Paved, PCC, 6"

NO.	STATION TO STATION		OFFSET		AREA (SQ YDS)	REMARKS
South Street						
1	20+81.35	20+98.78	18.00'	LT	24	
2	22+69.94	22+88.64	15.50'	LT	28.2	
3	22+91.05	23+09.01	15.60'	LT	27.4	
				TOTAL	80	

Fire Hydrant Assembly Removal

NO.	STATION	OFFSET		REMARKS
W 9th Street				
1	14+28.8	28.5'	LT	
			TOTAL	1

Removal of Storm Sewer, RCP, 30" or Less

NO.	STATION TO STATION		OFFSET	SIDE	SIZE	LENGTH (LF)
W 9th Street						
1	13+02.4	13+70.4	0.03'	LT	12"	68.0
2	13+71.5	14+00.7	29.97'	RT	12"	33.1
South Street						
3	21+76.0	21+90.9	83.88'	LT	12"	15.0
4	21+90.9	22+06.1	83.88'	LT	12"	15.3
5	21+45.4	21+61.3	14.71'	LT	12"	15.8
6	21+61.3	21+91.3	14.71'	LT	12"	30.0
					TOTAL	177.2

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 121860
FIELD BOOK: —
CLIENT NO: 1058

TABULATIONS

C.04

P:\Projects\26121860\Automated\Drawings\1_CAD\01 Quantities.dwg
Printed: 5/25/2022 9:48:44 AM

Subdrain Outlets and Connections, HDPE, 6"

NO.	STATION	OFFSET		REMARKS
W 9th Street				
1	12+62.44	15.01'	LT	
2	12+99.25	19.72'	LT	
3	13+06.82	20.94'	LT	
4	13+70.10	118.79'	LT	
5	14+01.37	117.78'	LT	
6	15+13.85	15.02'	LT	
7	12+62.12	15.05'	RT	
8	13+01.26	15.03'	RT	
9	13+47.54	18.79'	RT	
10	13+64.97	74.23'	RT	
11	13+66.26	81.79'	RT	
12	13+73.49	127.73'	RT	
13	13+97.58	127.80'	RT	
14	14+02.09	81.38'	RT	
15	14+02.01	73.73'	RT	
16	15+13.77	15.03'	RT	
	TOTAL	**16**		

Subdrain, HDPE, 6"

NO.	STATION TO STATION		OFFSET		LENGTH (LF)	REMARKS
W 9th Street						
1	12+62.4	12+99.3	15.01'	LT	39.6	
2	13+06.8	13+70.1	20.94'	LT	140.4	
3	14+01.4	15+13.9	15.02'	LT	184.9	
4	12+62.2	13+01.3	15.03'	RT	39.6	
5	13+47.5	13+65.0	18.79'	RT	59.5	
6	13+66.2	13+72.5	81.82'	RT	47.4	
7	13+98.4	14+02.1	81.38'	RT	47.9	
8	14+02.0	15+13.8	15.04'	RT	142.9	
			TOTAL		**702**	

Utility Adjustment

NO.	STATION	OFFSET		REMARKS
W 9th Street				
1	13+55.4	22.7'	LT	Gas Valve
		TOTAL	**1**	

NO.	STATION	OFFSET		REMARKS
W 9th Street				
1	12+24.5	27.00'	RT	
2	12+82.1	24.18'	LT	
3	14+56.7	25.49'	LT	
4	14+76.8	24.54'	LT	
5	15+11.7	26.02'	LT	
6	15+54.7	31.56'	RT	
South Street				
1	22+40.2	23.13'	LT	
2	22+85.2	27.00'	RT	
3	23+03.5	27.94'	RT	
TOTAL		**9**		

STORM SEWER MAIN

LINE NO.	PIPE MATERIAL	DIAMETER (IN)	LENGTH (FT)	SLOPE (%)	FLOW LINES		STRUCTURE NO.	
					UPSTREAM	DOWNSTREAM	UPSTREAM	DOWNSTREAM
P1-2	RCP	15	40.83	1.00%	868.90'	868.49'	INT 1	INT 2
P2-3	RCP	15	14.98	1.00%	868.39'	868.24'	INT 2	MH 3
P3-4	RCP	15	18.46	1.11%	868.45'	868.24'	INT 4	MH 3
P3-5	RCP	18	63.58	4.28%	868.14'	865.42'	MH 3	MH 5
P5-6	RCP	15	75.63	2.07%	866.98'	865.42'	INT 6	MH 5
P6-7	RCP	15	36.29	1.40%	867.65'	867.14'	INT 7	INT 6
		15" PIPE TOTAL	**145**					
		18" PIPE TOTAL	**64**					

STORM SEWER STRUCTURES

NO.	TYPE	STATION	OFFSET		FORM GRADE	RIM ELEVATION	FLOW LINE(S) IN	FLOW LINE OUT	REMARKS
INT 1	SW-501	13+45.31	18.65'	RT	871.56'			ST8	
INT 2	SW-505	13+05.09	14.84'	RT	872.33'		ST8	P1-2	
MH 3	SW-401	13+02.34	0.12'	RT		872.49'	ST2, P1-2, P2-3	ST3	
INT 4	SW-505	13+02.94	20.20'	LT	872.05'			P2-3	
MH 5	SW-401	13+70.36	0.00'			871.70'	ST2, P4-5	ST1	
INT 6	SW-505	13+65.63	77.87'	RT	872.27'		P4-6	P4-5	
INT 7	SW-505	14+08.91	77.46'	RT	871.92'			P4-6	
	SW-401 TOTAL	2							
	SW-501 TOTAL	1							
	SW-505 TOTAL	4							

Manhole Adjustment, Minor

NO.	STATION	OFFSET		EXIST. RIM ELEV.	PROP. RIM ELEV.	REMARKS
W 9th Street						
1	13+77.3	9.17'	RT	870.66'	871.60'	Sanitary
2	13+79.1	54.69'	RT	871.55'	872.17'	Sanitary
		TOTAL	**2**			

Valve Box Replacement

NO.	STATION	OFFSET		REMARKS
W 9th Street				
1	12+78.3	32.6'	LT	Water Valve
2	13+45.3	24.8'	RT	Water Valve
3	14+04.3	14.2'	RT	Water Valve
4	14+04.7	31.1'	RT	Water Valve
5	14+14.7	22.5'	RT	Water Valve
	TOTAL	**5**		

Detectable Warning

NO.	STATION	OFFSET		AREA (SF)	REMARKS
W 9th Street					
1	13+19.78	24.71'	LT	16	
2	13+19.67	15.33'	RT	16	
3	14+67.05	19.09'	LT	16	
4	14+67.14	21.82'	RT	16	
South Street					
5	21+22.85	23.01'	LT	16	
6	21+22.85	17.01'	RT	16	
7	22+62.40	15.75'	LT	16	
8	22+62.31	24.76'	RT	16	
			TOTAL	**128**	

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 1213650
FIELD BOOK: —
CLIENT NO: 1058

TABULATIONS

C.05

Type A Sign, Sheet Aluminum

SIGN NO.	STATION	OFFSET		DIR OF TRAVEL	LEGEND	R1-2	R6-5P	R4-7C	OM1-2	W2-6	W16-8P (SOUTH ST)	W16-8P (W 9TH ST)	W11-2	W16-7P	POSTS			REMARKS
															NO. OF POSTS	LENGTH (FT)	ANCHOR	
W 9th Street																		
1	12+07.86	18.86'	RT	NE						1		1			1	12		
2	13+11.63	19.20'	RT	NE									1	1	1	12		
3	13+12.26	3.67"	LT	NE				1	1						1	12		
4	13+30.20	29.45'	LT	SW									1	1	1	12		
5	13+31.61	18.76'	RT	NE		1	1								1	12		
6	14+45.66	23.02'	LT	SW		1	1								1	12		
7	14+50.44	27.47'	RT	NE									1	1	1	12		
8	14+67.97	22.27'	LT	SW									1	1	1	12		
9	14+73.82	0.99'	RT	SW				1	1						1	12		
10	15+37.68	20.39'	LT	SW						1		1			1	12		
South Street																		
11	20+66.38	19.75'	RT	NW						1	1				1	12		
12	21+08.14	1.48'	LT	NW				1	1						1	12		
13	21+14.21	22.72'	RT	NW									1	1	1	12		
14	21+33.53	27.05'	LT	SE									1	1	1	12		
15	21+35.96	21.18'	RT	NW		1	1								1	12		
16	22+45.17	19.67'	LT	SE		1	1								1	12		
17	22+53.00	29.14'	RT	NW									1	1	1	12		
18	22+69.05	3.34'	RT	SE				1	1						1	12		
19	22+69.87	19.10'	LT	SE									1	1	1	12		
20	23+18.42	18.14'	LT	SE						1	1				1	12		
					SIGN TOTAL	4	4	4	4	4	2	2	8	8		240		
					SQUARE FT/SIGN	4.50	6.25	3.75	2.25	6.25	2.00	2.00	6.25	2.00				
					SIGN SUBTOTAL	18.00	25.00	15.00	9.00	25.00	4.00	4.00	50.00	16.00				
					TOTAL SIGN QTY (SF)	**166.00**												
					TOTAL POST LENGTH (LF)	**240.0**												

Sidewalk, PCC, 4"

NO.	STATION TO STATION		OFFSET		AREA (SY)	REMARKS
W 9th Street						
1	13+07.07	13+52.48	33.33'	RT	40.1	
2	13+07.10	13+53.08	33.54'	LT	40.2	
3	14+19.58	14+75.78	33.46'	LT	43.6	
4	14+18.86	14+84.24	38.43'	RT	48.4	
				TOTAL	**172.3**	

Sidewalk, PCC, 6"

NO.	STATION TO STATION		OFFSET		AREA (SY)	REMARKS
W 9th Street						
1	13+48.08	14+24.79	67.33'	LT	36	
2	13+47.38	14+23.96	64.55'	RT	35.6	
South Street						
3	21+52.57	22+29.81	62.56'	LT	36.5	
4	21+53.26	22+30.08	76.36'	RT	36.4	
				TOTAL	**144.5**	

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 1213860
FIELD BOOK: –
CLIENT NO: 1058

TABULATIONS

C.06

PAVEMENT MARKING LINE TYPES & SYMBOLS

See Detail on Sheet B.03

**NPY4 - For estimating purposes only. No Passing Zone Lines will be located in the field.

BLW4: Broken Lane Line (White) @ 0.25	DLW18: Dotted Line (White) @ 0.33	
CBW6: Crosswalk Bar (White) @ 15.00	ELY4: Edge Line Left (Yellow) @ 1.00	
DCY4: Double Centerline (Yellow) @ 2.00	SLW4: Solid Lane Line (White) @ 1.00	

Location								Length by Line Type (Unfactored)								
Road ID	Station to Station		Length (STA)	Dir. of Travel	Side			BLW4	CBW6	DCY4	DLW18	ELY4	SLW4			Remarks
					L	C	R	STA	STA	STA	STA	STA	STA	EACH	EACH	
W 9th Street	13+15.7	13+23.7	0.08	NE/SW		x			0.08							PERMANENT TAPE MARKING
W 9th Street	14+55.7	14+63.7	0.08	NE/SW		x			0.08							PERMANENT TAPE MARKING
South Street	21+18.9	21+26.9	0.08	NW/SE		x			0.08							PERMANENT TAPE MARKING
South Street	22+58.4	22+66.4	0.08	NW/SE		x			0.08							PERMANENT TAPE MARKING
LENGTH OR SYMBOL SUBTOTAL								0.00	0.32	0.00	0.00	0.00	0.00	0.00	0.00	
QUANTITY FACTORS								0.25	15.00	2.00	0.33	1.00	1.00	1.00	1.00	
TOTAL								0.00	4.80	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL (STA)								5								
SYMBOL TOTAL								0								

PAVEMENT MARKING LINE TYPES & SYMBOLS

See Detail on Sheet B.03

**NPY4 - For estimating purposes only. No Passing Zone Lines will be located in the field.

BLW4: Broken Lane Line (White) @ 0.25	DLW18: Dotted Line (White) @ 0.33	
CBW6: Crosswalk Bar (White) @ 15.00	ELY4: Edge Line Left (Yellow) @ 1.00	
DCY4: Double Centerline (Yellow) @ 2.00	SLW4: Solid Lane Line (White) @ 1.00	

Location								Length by Line Type (Unfactored)								
Road ID	Station to Station		Length (STA)	Dir. of Travel	Side			BLW4	CBW6	DCY4	DLW18	ELY4	SLW4			Remarks
					L	C	R	STA	STA	STA	STA	STA	STA	EACH	EACH	
W 9th Street	11+78.4	12+68.1	0.90	NE/SW		x				0.90						
W 9th Street	12+68.1	13+42.9	0.75	NE/SW		x						0.75				
W 9th Street	13+41.3	13+48.5	0.07	NE/SW		x							0.07			
W 9th Street	13+46.6	13+50.2	0.04	NE/SW		x					0.04					
W 9th Street	14+29.5	14+32.3	0.03	NE/SW		x					0.03					
W 9th Street	14+31.1	14+38.3	0.07	NE/SW		x							0.07			
W 9th Street	14+36.4	15+13.8	0.77	NE/SW		x						0.77				
W 9th Street	15+13.7	17+39.5	2.26	NE/SW		x				2.26						
W 9th Street	15+53.7	17+40.0	1.86	NE/SW		x		1.86								
South Street	20+63.5	20+69.6	0.06	NW/SE		x				0.06						
South Street	20+69.6	21+45.5	0.76	NW/SE		x						0.76				
South Street	21+44.5	21+51.8	0.07	NW/SE		x							0.07			
South Street	21+49.2	21+51.8	0.03	NW/SE		x					0.03					
South Street	22+29.1	22+35.2	0.06	NW/SE		x					0.06					
South Street	22+34.2	22+41.2	0.07	NW/SE		x							0.07			
South Street	22+39.0	23+09.1	0.70	NW/SE		x						0.70				
South Street	23+09.1	23+14.1	0.05	NW/SE		x				0.05						
LENGTH OR SYMBOL SUBTOTAL								1.86	0.00	3.27	0.15	2.98	0.29	0.00	0.00	
QUANTITY FACTORS								0.25	15.00	2.00	0.33	1.00	1.00	1.00	1.00	
TOTAL								0.47	0.00	6.53	0.05	2.98	0.29	0.00	0.00	
TOTAL (STA)								10								
SYMBOL TOTAL								0								

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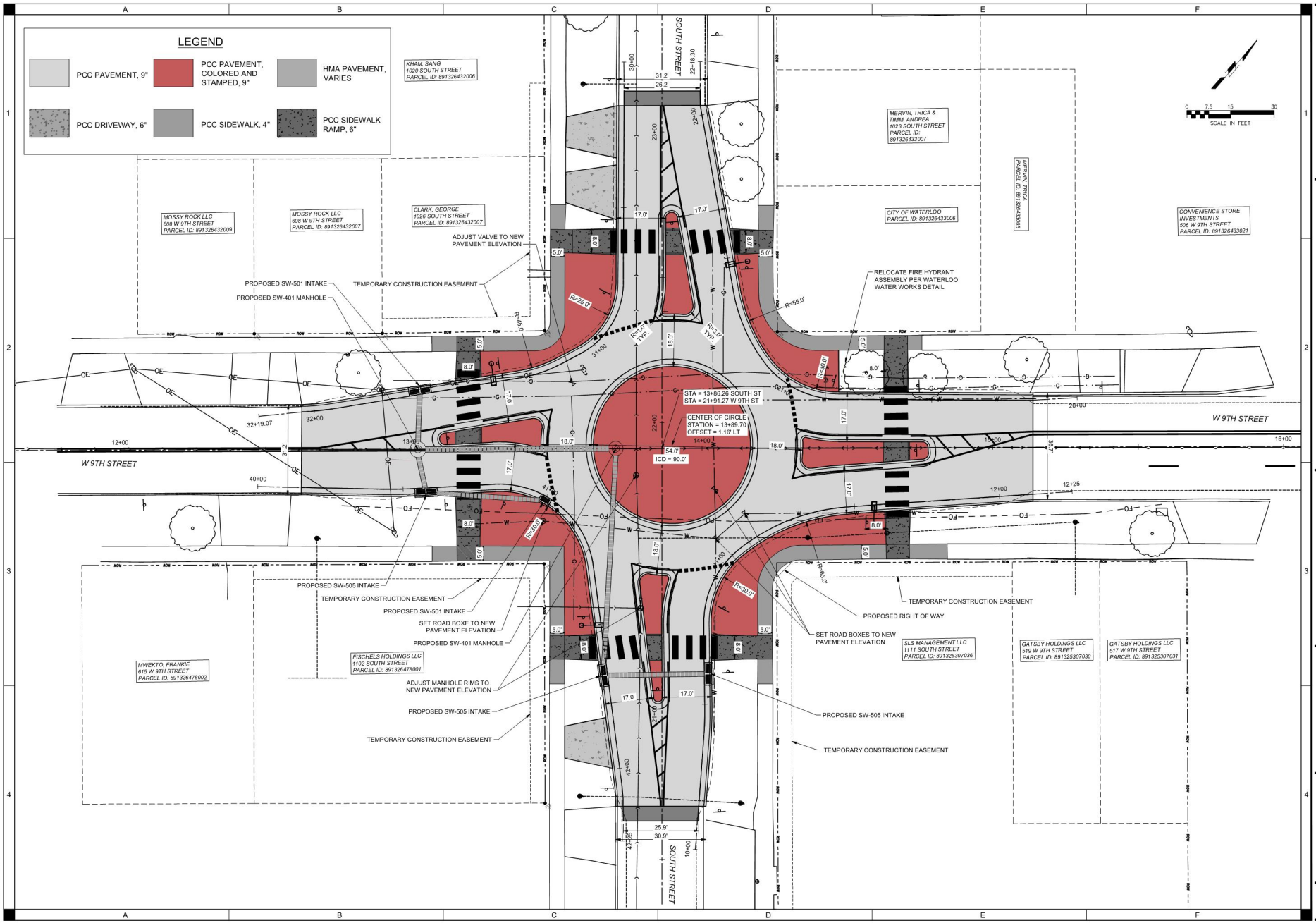
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 08/31/2022
PROJECT NO: 1213860
FIELD BOOK: –
CLIENT NO: 1058

TABULATIONS

C.07



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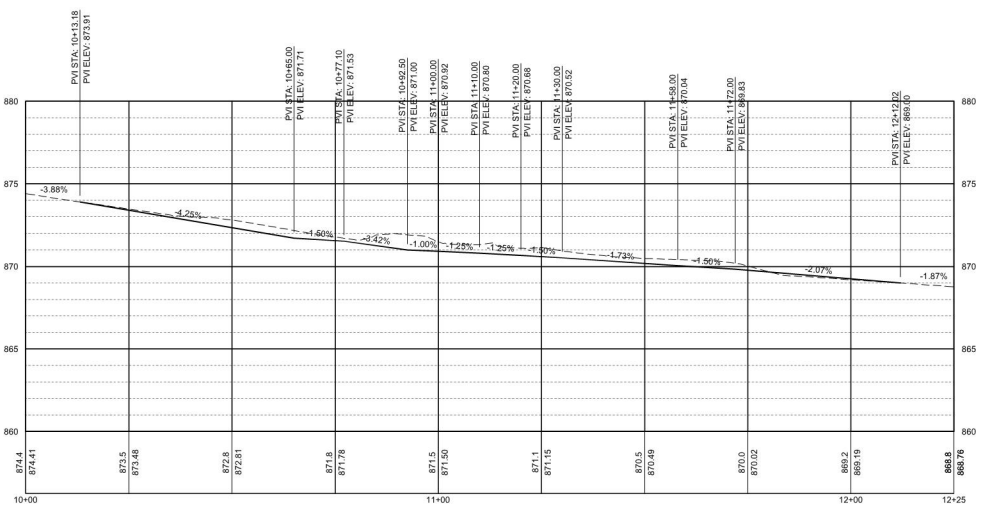
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

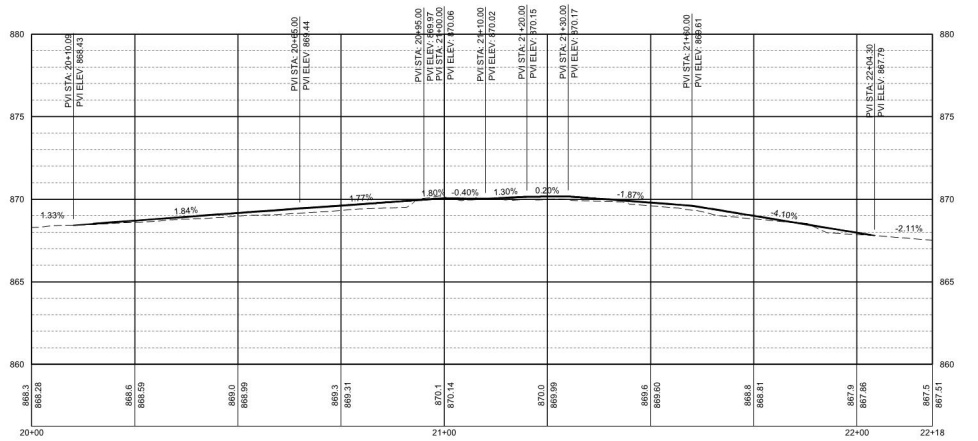
PLAN AND PROFILE

DRAWN: JPL
APPROVED: DAP
ISSUED FOR: BID
DATE: 08/31/2022
PROJECT NO: 1213950
FIELD BOOK: —
CLIENT NO: 1088

D.01



NW BOUND TO NE BOUND CURB RETURN PROFILE AT FLAGLINE



SW BOUND TO NW BOUND CURB RETURN PROFILE AT FLAGLINE

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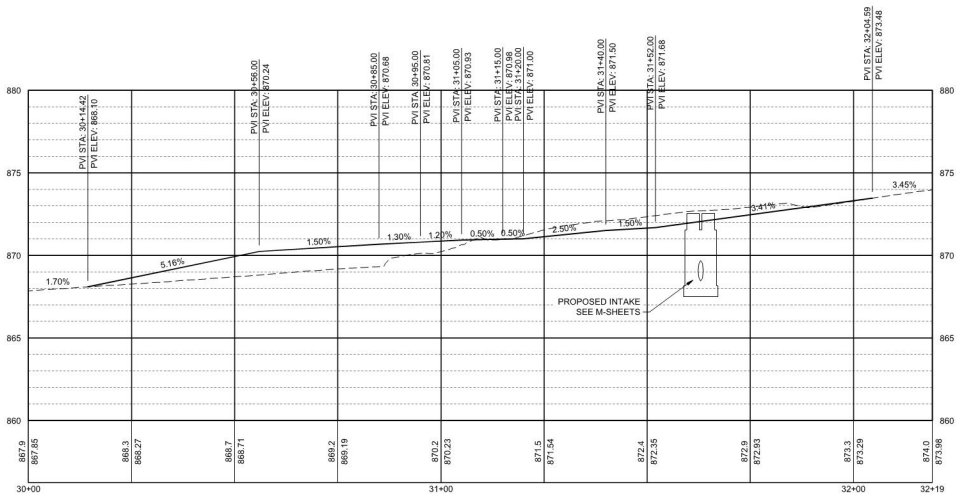
WEST 9TH STREET AND SOUTH
STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

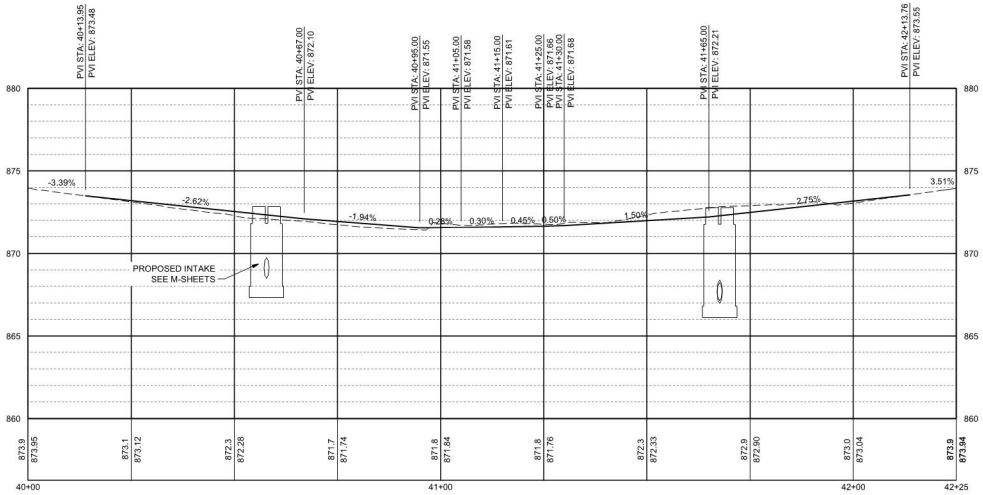
PLAN AND PROFILE

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 1213650
FIELD BOOK: —
CLIENT NO: 1058

D.02



SE BOUND SW BOUND CURB RETURN PROFILE AT FLAGLINE



NE BOUND TO SE BOUND CURB RETURN PROFILE AT FLAGLINE

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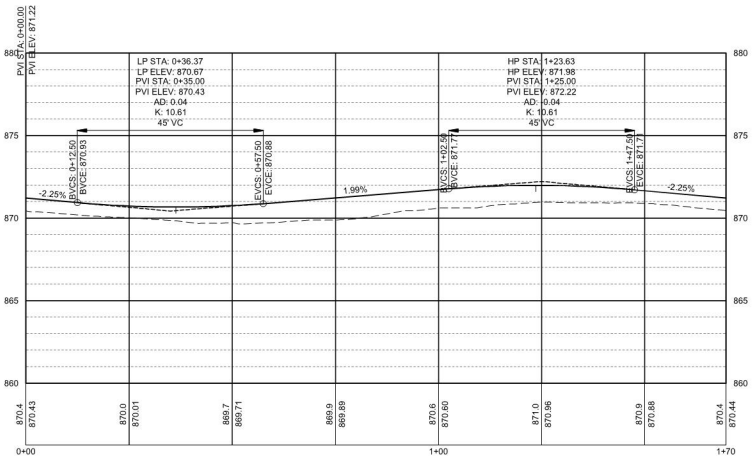
WEST 9TH STREET AND SOUTH
STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

PLAN AND PROFILE

DRAWN: JPL
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D.03



CENTER ISLAND BACK OF CURB PROFILE

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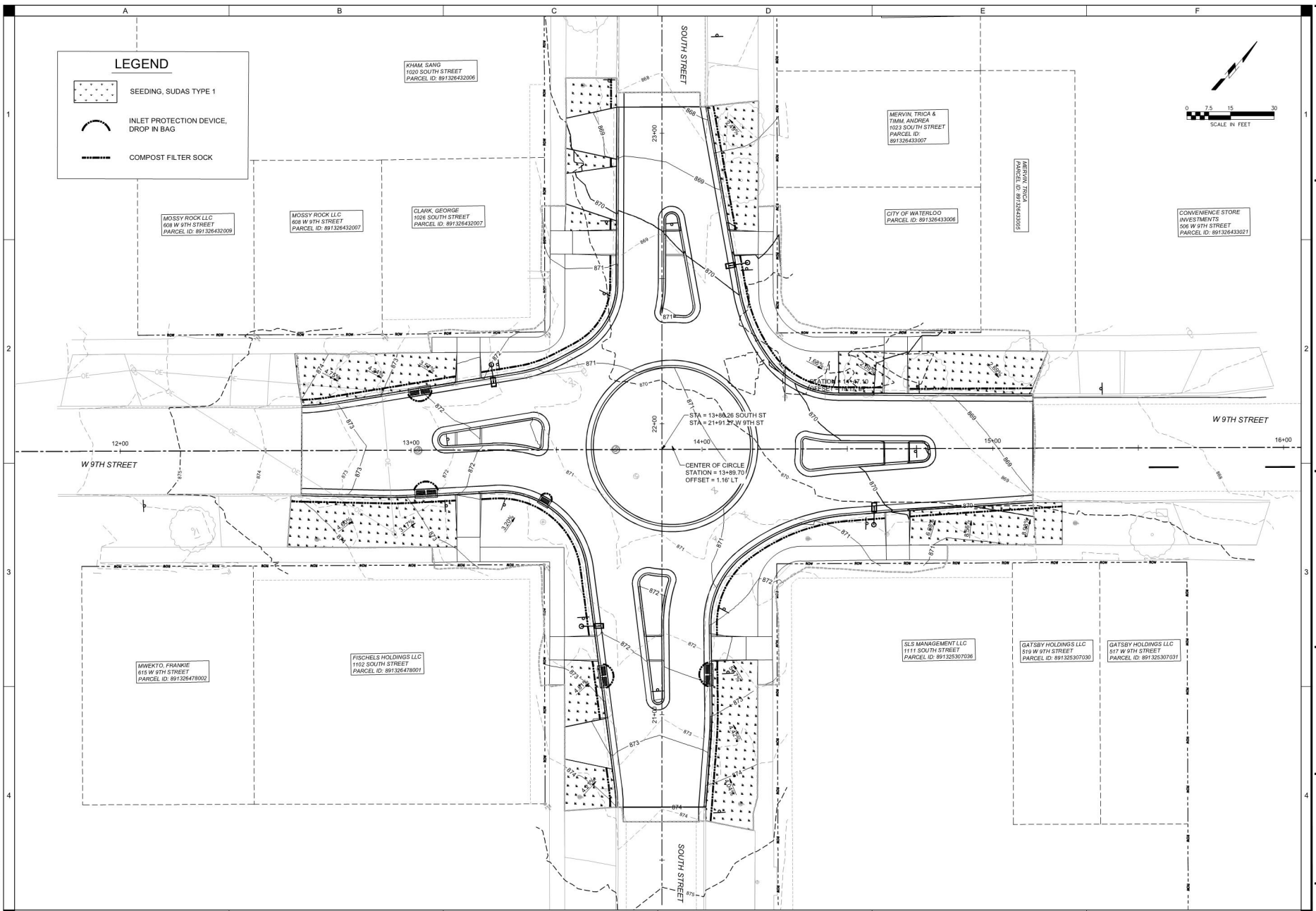
WEST 9TH STREET AND SOUTH
STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
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DATE: 05/31/2022
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FIELD BOOK: —
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PLAN AND PROFILE

D.04



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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 1213650
FIELD BOOK: —
CLIENT NO: 1058

GRADING AND EROSION CONTROL

F.01

CENTER ISLAND BACK OF CURB

ALIGNMENT SEGMENT TABLE								
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	START STATION	END POINT	END STATION
C10	169.64'	27.00'	S01° 56' 42.71"E	359° 59' 05.60"	N = 3643218.69 E = 5234623.86	0+00.00	N = 3643218.68 E = 5234623.86	1+69.639

NORTH CURB
(SOUTHBOUND TO WESTBOUND)

ALIGNMENT SEGMENT TABLE								
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	START STATION	END POINT	END STATION
L7	15.01'		S49° 08' 02.68"E		N = 3643291.81 E = 5234486.85	30+00.00	N = 3643281.98 E = 5234498.20	30+15.010
L8	60.17'		S48° 39' 20.86"E		N = 3643281.98 E = 5234498.20	30+15.01	N = 3643242.23 E = 5234543.37	30+75.185
C3	30.41'	27.54'	S18° 32' 11.40"E	63° 16' 09.41"	N = 3643242.23 E = 5234543.37	30+75.19	N = 3643214.85 E = 5234552.56	31+05.592
L9	7.55'		S13° 07' 11.12"W		N = 3643214.85 E = 5234552.56	31+05.59	N = 3643207.50 E = 5234550.84	31+13.142
C4	15.42'	47.50'	S22° 25' 19.56"W	18° 36' 16.87"	N = 3643207.50 E = 5234550.84	31+13.14	N = 3643193.30 E = 5234544.99	31+28.565
L10	65.32'		S31° 43' 27.99"W		N = 3643193.30 E = 5234544.99	31+28.57	N = 3643137.74 E = 5234510.64	31+93.884
L11	25.18'		S35° 22' 33.30"W		N = 3643137.74 E = 5234510.64	31+93.88	N = 3643117.21 E = 5234496.06	32+19.068

CONTROL POINT DESCRIPTIONS

CP#600 - N 3643104.702, E 5234540.801 ELEV, 874.63; 10" SPIKE

CP#601 - N 3643276.345, E 5234483.276 ELEV, 869.51; 10" SPIKE

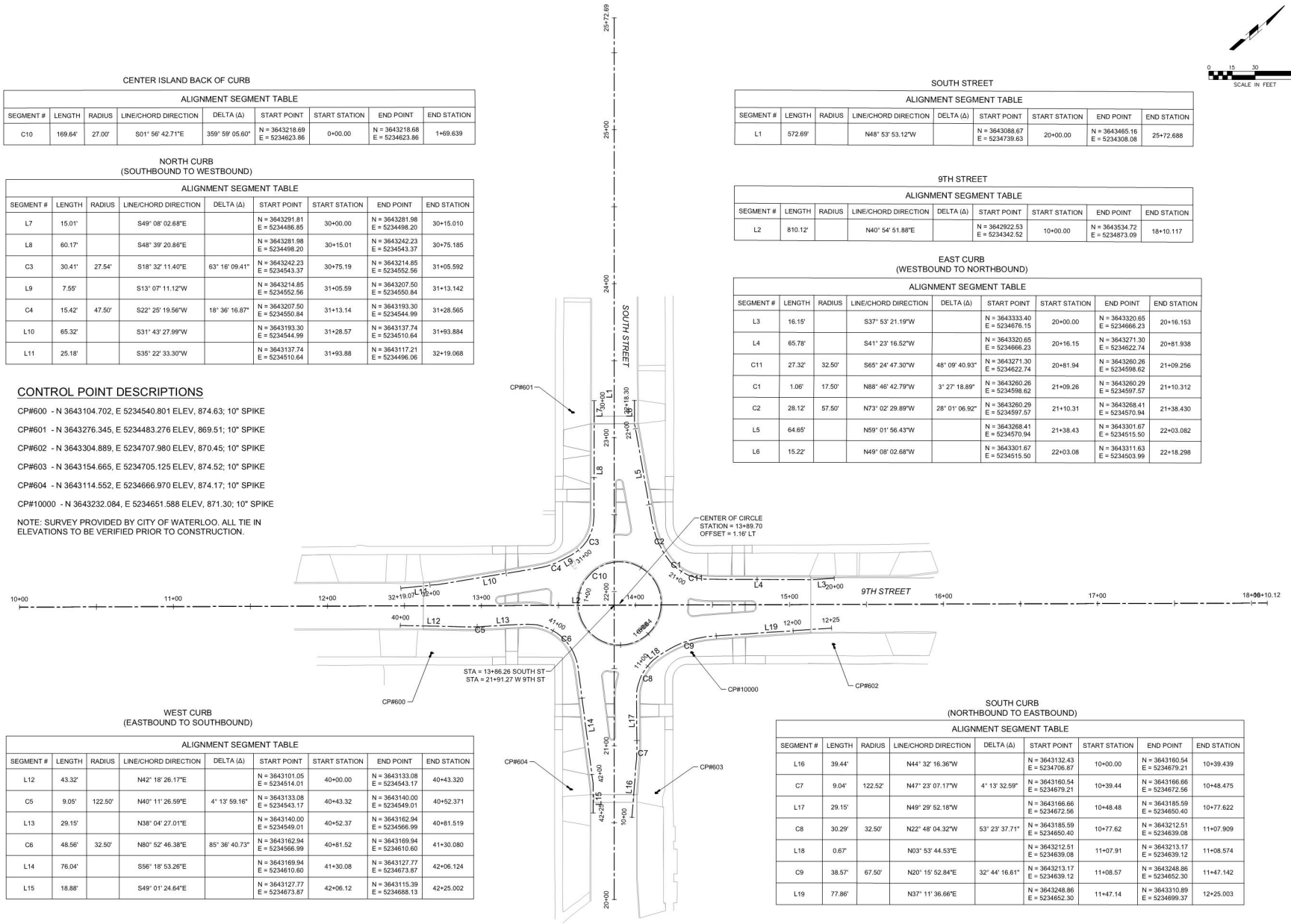
CP#602 - N 3643304.889, E 5234707.980 ELEV, 870.45; 10" SPIKE

CP#603 - N 3643154.665, E 5234705.125 ELEV, 874.52; 10" SPIKE

CP#604 - N 3643114.552, E 5234666.970 ELEV, 874.17; 10" SPIKE

CP#10000 - N 3643232.084, E 5234651.588 ELEV, 871.30; 10" SPIKE

NOTE: SURVEY PROVIDED BY CITY OF WATERLOO. ALL TIE IN ELEVATIONS TO BE VERIFIED PRIOR TO CONSTRUCTION.



WEST CURB
(EASTBOUND TO SOUTHBOUND)

ALIGNMENT SEGMENT TABLE								
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	START STATION	END POINT	END STATION
L12	43.32'		N42° 18' 26.17"E		N = 3643101.05 E = 5234514.01	40+00.00	N = 3643133.08 E = 5234543.17	40+43.320
C5	9.05'	122.50'	N40° 11' 26.59"E	4° 13' 59.16"	N = 3643133.08 E = 5234543.17	40+43.32	N = 3643140.00 E = 5234549.01	40+52.371
L13	29.15'		N38° 04' 27.01"E		N = 3643140.00 E = 5234549.01	40+52.37	N = 3643162.94 E = 5234566.99	40+81.519
C6	48.56'	32.50'	N80° 52' 46.38"E	85° 36' 40.73"	N = 3643162.94 E = 5234566.99	40+81.52	N = 3643169.94 E = 5234610.60	41+30.080
L14	76.04'		S56° 18' 53.26"E		N = 3643169.94 E = 5234610.60	41+30.08	N = 3643127.77 E = 5234673.87	42+06.124
L15	18.88'		S49° 01' 24.64"E		N = 3643127.77 E = 5234673.87	42+06.12	N = 3643115.39 E = 5234688.13	42+25.002

SOUTH STREET

ALIGNMENT SEGMENT TABLE								
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	START STATION	END POINT	END STATION
L1	572.69'		N48° 53' 53.12"W		N = 3643088.67 E = 5234739.63	20+00.00	N = 3643465.16 E = 5234308.08	25+72.688

9TH STREET

ALIGNMENT SEGMENT TABLE								
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	START STATION	END POINT	END STATION
L2	810.12'		N40° 54' 51.88"E		N = 3642922.53 E = 5234342.52	10+00.00	N = 3643534.72 E = 5234873.09	18+10.117

EAST CURB
(WESTBOUND TO NORTHBOUND)

ALIGNMENT SEGMENT TABLE								
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	START STATION	END POINT	END STATION
L3	16.15'		S37° 53' 21.19"W		N = 3643333.40 E = 5234676.15	20+00.00	N = 3643320.65 E = 5234666.23	20+16.153
L4	65.78'		S41° 23' 16.52"W		N = 3643320.65 E = 5234666.23	20+16.15	N = 3643271.30 E = 5234622.74	20+81.938
C11	27.32'	32.50'	S65° 24' 47.30"W	48° 09' 40.93"	N = 3643271.30 E = 5234622.74	20+81.94	N = 3643260.26 E = 5234598.62	21+09.256
C1	1.06'	17.50'	N88° 46' 42.79"W	3° 27' 18.89"	N = 3643260.26 E = 5234598.62	21+09.26	N = 3643260.29 E = 5234597.57	21+10.312
C2	28.12'	57.50'	N73° 02' 29.89"W	28° 01' 06.92"	N = 3643260.29 E = 5234597.57	21+10.31	N = 3643268.41 E = 5234570.94	21+38.430
L5	64.65'		N59° 01' 56.43"W		N = 3643268.41 E = 5234570.94	21+38.43	N = 3643301.67 E = 5234515.50	22+03.082
L6	15.22'		N49° 08' 02.68"W		N = 3643301.67 E = 5234515.50	22+03.08	N = 3643311.63 E = 5234503.99	22+18.298

SOUTH CURB
(NORTHBOUND TO EASTBOUND)

ALIGNMENT SEGMENT TABLE								
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	START STATION	END POINT	END STATION
L16	39.44'		N44° 32' 16.36"W		N = 3643132.43 E = 5234706.87	10+00.00	N = 3643160.54 E = 5234679.21	10+39.439
C7	9.04'	122.52'	N47° 23' 07.17"W	4° 13' 32.59"	N = 3643160.54 E = 5234679.21	10+39.44	N = 3643166.66 E = 5234672.56	10+48.475
L17	29.15'		N49° 29' 52.18"W		N = 3643166.66 E = 5234672.56	10+48.48	N = 3643185.59 E = 5234650.40	10+77.622
C8	30.29'	32.50'	N22° 48' 04.32"W	53° 23' 37.71"	N = 3643185.59 E = 5234650.40	10+77.62	N = 3643212.51 E = 5234639.08	11+07.909
L18	0.67'		N03° 53' 44.53"E		N = 3643212.51 E = 5234639.08	11+07.91	N = 3643213.17 E = 5234639.12	11+08.574
C9	38.57'	67.50'	N20° 15' 52.84"E	32° 44' 16.61"	N = 3643213.17 E = 5234639.12	11+08.57	N = 3643248.86 E = 5234652.30	11+47.142
L19	77.86'		N37° 11' 36.66"E		N = 3643248.86 E = 5234652.30	11+47.14	N = 3643310.89 E = 5234699.37	12+25.003

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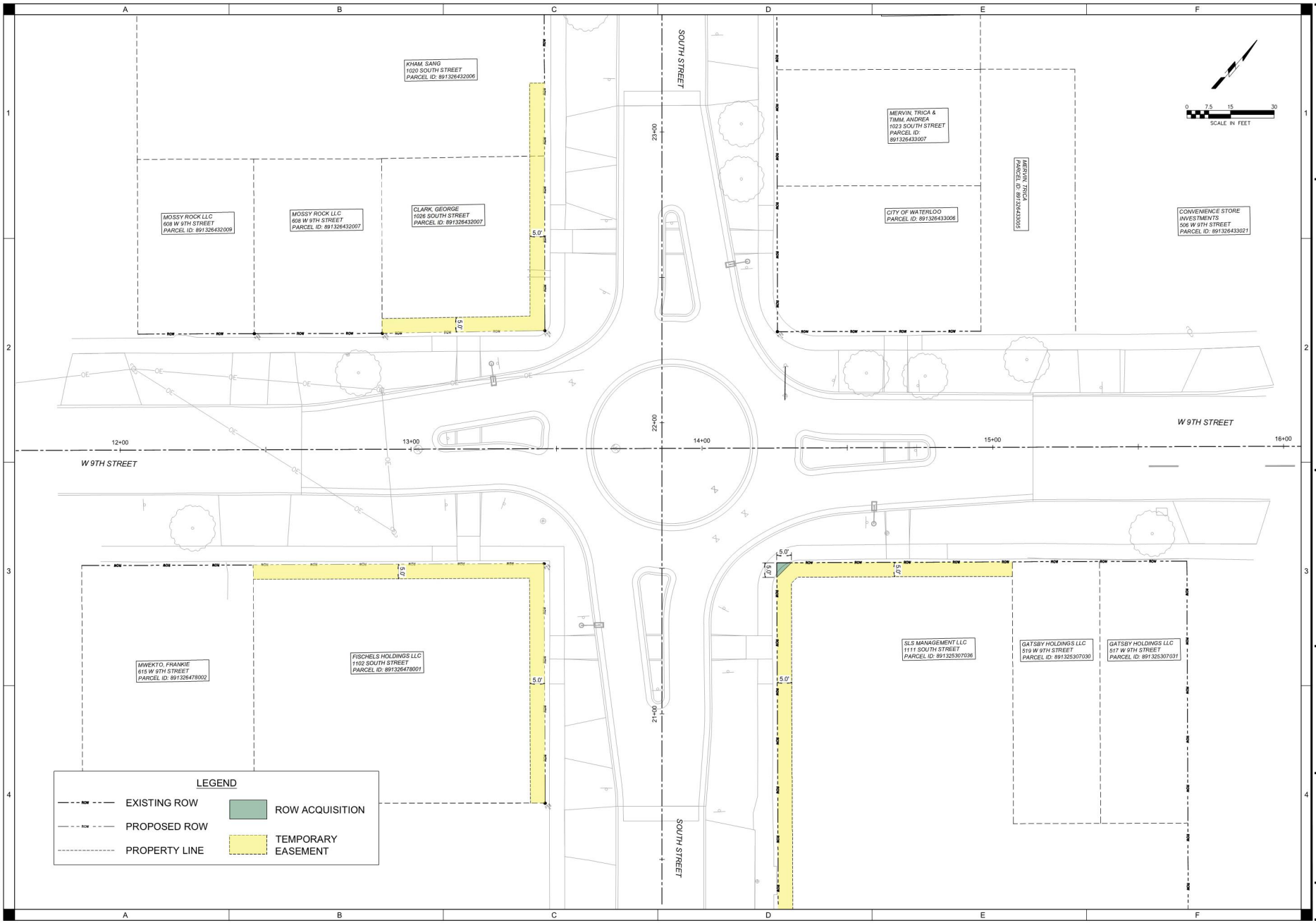
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: DAP
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 121860
FIELD BOOK: —
CLIENT NO: 1058

GEOMETRIC CONTROL

G.01



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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

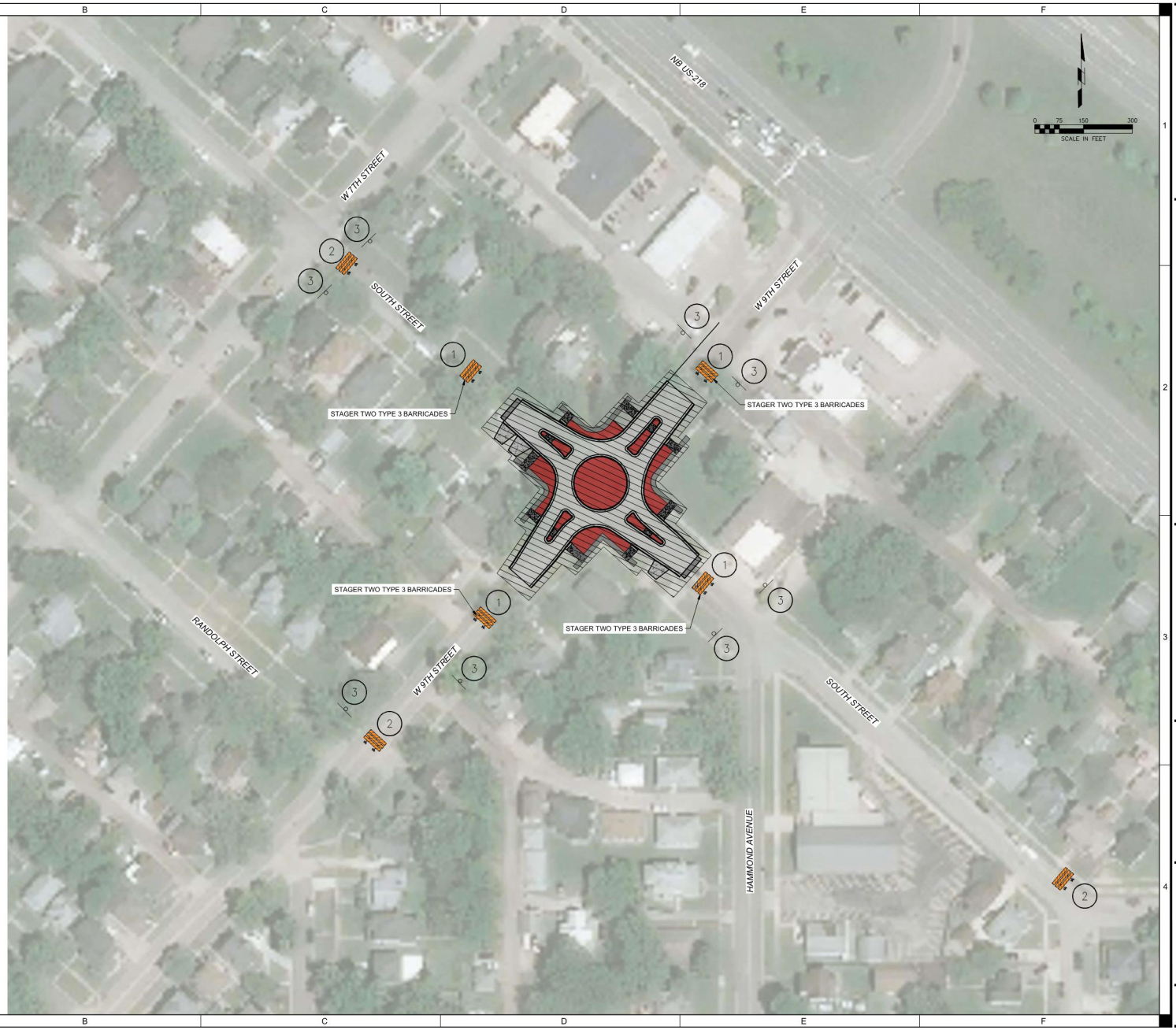
CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 08/31/2022
PROJECT NO: 1213950
FIELD BOOK: —
CLIENT NO: 1088

RIGHT OF WAY PLAN

H.01

P:\Projects\K\13\1395\04\Land\Mod\Drawings\1_Civil\01 Right of Way Plan.dwg
Printed: 9/2/2022 8:52:13 AM



LEGEND

- TYPE III BARICADE
- TRAFFIC CONTROL SIGN
- WORK AREA
- (3) SIGN DETAIL NO. SEE SHEET J.01

ROAD CLOSED

R11–2
48" x 30"

(1)

ROAD CLOSED TO THRU TRAFFIC

R11–4
60" x 30"

(2)

SIDEWALK CLOSED

R9–9
24" x 12"

(3)

W 9TH STREET & SOUTH STREET- PHASE 1

TRAFFIC CONTROL

- COMPLETE CLOSURE OF THE INTERSECTION OF W 9TH STREET AND SOUTH STREET.
- ALL LOCATIONS IN THE SHOWN CONSTRUCTION ZONE SHALL HAVE MAINTAINED ACCESS.
- TRAFFIC SHALL BE DIRECTED TO FOLLOW THE SHOWN DETOUR ROUTE ON J.02.

CONSTRUCTION

- RECONSTRUCTION OF THE INTERSECTION OF W 9TH STREET AND SOUTH STREET TO INCLUDE PAVING, GRADING, AND UTILITY WORK.
- PROVIDE TEMPORARY DRIVEWAYS IF NEEDED TO MAINTAIN ACCESS TO ALL DRIVEWAYS DURING THIS PHASE.

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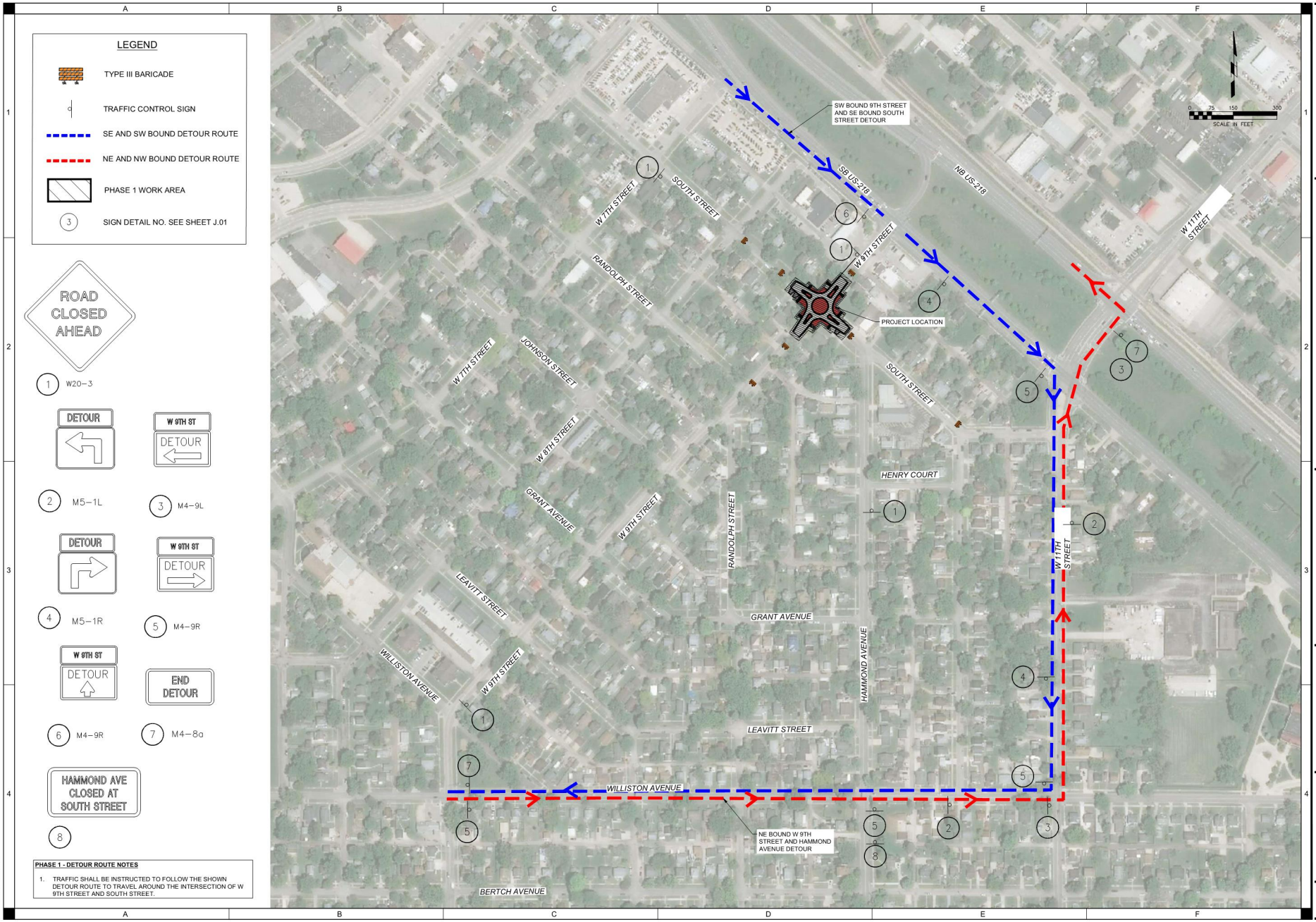
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: DAP
ISSUED FOR: BID
DATE: 08/31/2022
PROJECT NO: 121960
FIELD BOOK: —
CLIENT NO: 1088

TRAFFIC CONTROL PLAN

J.01



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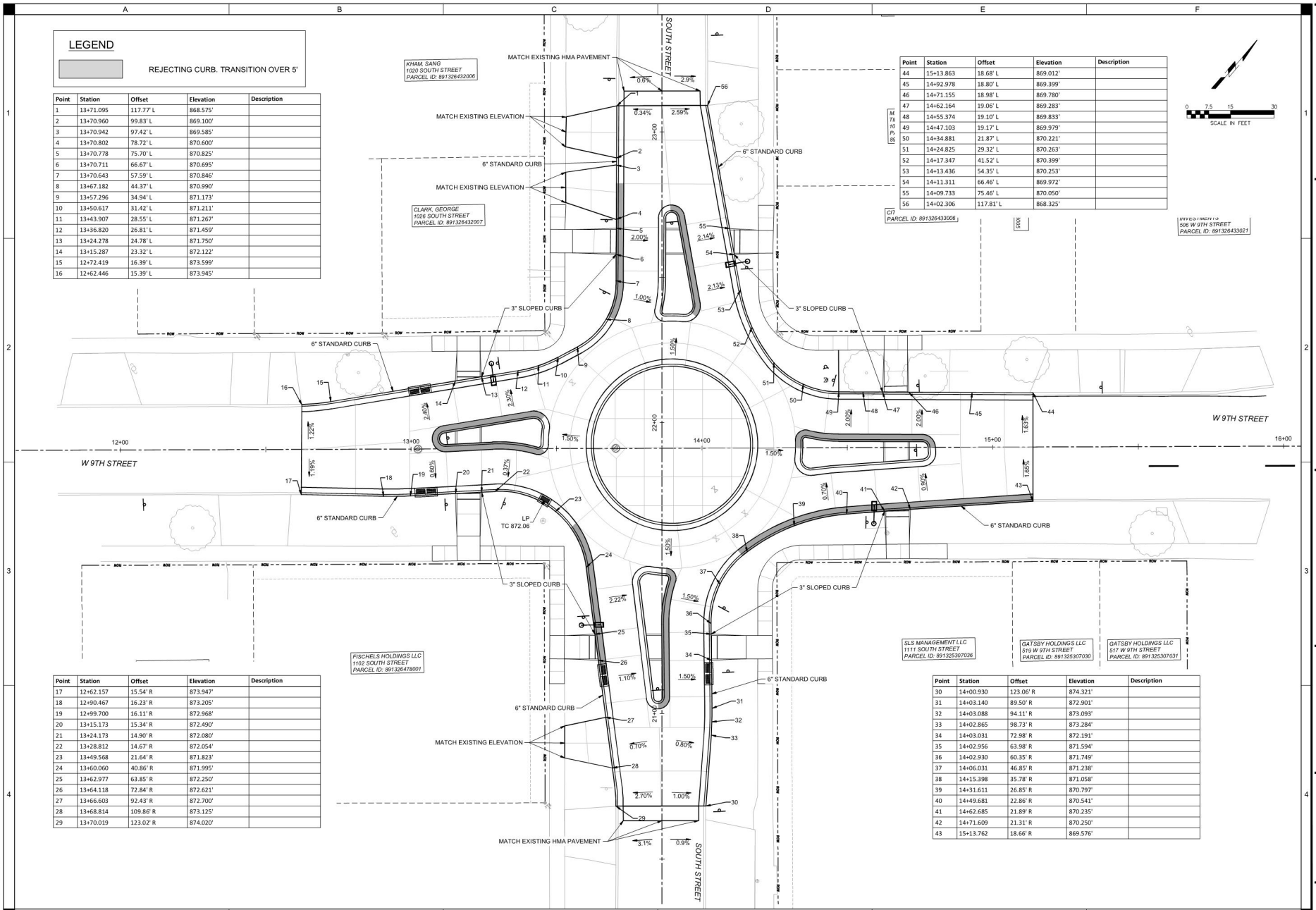
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 06/21/2022
PROJECT NO: 1213950
FIELD BOOK: —
CLIENT NO: 1088

DETOUR PLAN

J.02



Point	Station	Offset	Elevation	Description
1	13+71.095	117.77' L	868.575'	
2	13+70.960	99.83' L	869.100'	
3	13+70.942	97.42' L	869.585'	
4	13+70.802	78.72' L	870.600'	
5	13+70.778	75.70' L	870.825'	
6	13+70.711	66.67' L	870.695'	
7	13+70.643	57.59' L	870.846'	
8	13+67.182	44.37' L	870.990'	
9	13+57.296	34.94' L	871.173'	
10	13+50.617	31.42' L	871.211'	
11	13+43.907	28.55' L	871.267'	
12	13+36.820	26.81' L	871.459'	
13	13+24.278	24.78' L	871.750'	
14	13+15.287	23.32' L	872.122'	
15	12+72.419	16.39' L	873.599'	
16	12+62.446	15.39' L	873.945'	

Point	Station	Offset	Elevation	Description
44	15+13.863	18.68' L	869.012'	
45	14+92.978	18.80' L	869.399'	
46	14+71.155	18.98' L	869.780'	
47	14+62.164	19.06' L	869.283'	
48	14+55.374	19.10' L	869.833'	
49	14+47.103	19.17' L	869.979'	
50	14+34.881	21.87' L	870.221'	
51	14+24.825	29.32' L	870.263'	
52	14+17.347	41.52' L	870.399'	
53	14+13.436	54.35' L	870.253'	
54	14+11.311	66.46' L	869.972'	
55	14+09.733	75.46' L	870.050'	
56	14+02.306	117.81' L	868.325'	

Point	Station	Offset	Elevation	Description
17	12+62.157	15.54' R	873.947'	
18	12+90.467	16.23' R	873.205'	
19	12+99.700	16.11' R	872.968'	
20	13+15.173	15.34' R	872.490'	
21	13+24.173	14.90' R	872.080'	
22	13+28.812	14.67' R	872.054'	
23	13+49.568	21.64' R	871.823'	
24	13+60.060	40.86' R	871.995'	
25	13+62.977	63.85' R	872.250'	
26	13+64.118	72.84' R	872.621'	
27	13+66.603	92.43' R	872.700'	
28	13+68.814	109.86' R	873.125'	
29	13+70.019	123.02' R	874.020'	

Point	Station	Offset	Elevation	Description
30	14+00.930	123.06' R	874.321'	
31	14+03.140	89.50' R	872.901'	
32	14+03.088	94.11' R	873.093'	
33	14+02.865	98.73' R	873.284'	
34	14+03.031	72.98' R	872.191'	
35	14+02.956	63.98' R	871.594'	
36	14+02.930	60.35' R	871.749'	
37	14+06.031	46.85' R	871.238'	
38	14+15.398	35.78' R	871.058'	
39	14+31.611	26.85' R	870.797'	
40	14+49.681	22.86' R	870.541'	
41	14+62.685	21.89' R	870.235'	
42	14+71.609	21.31' R	870.250'	
43	15+13.762	18.66' R	869.576'	

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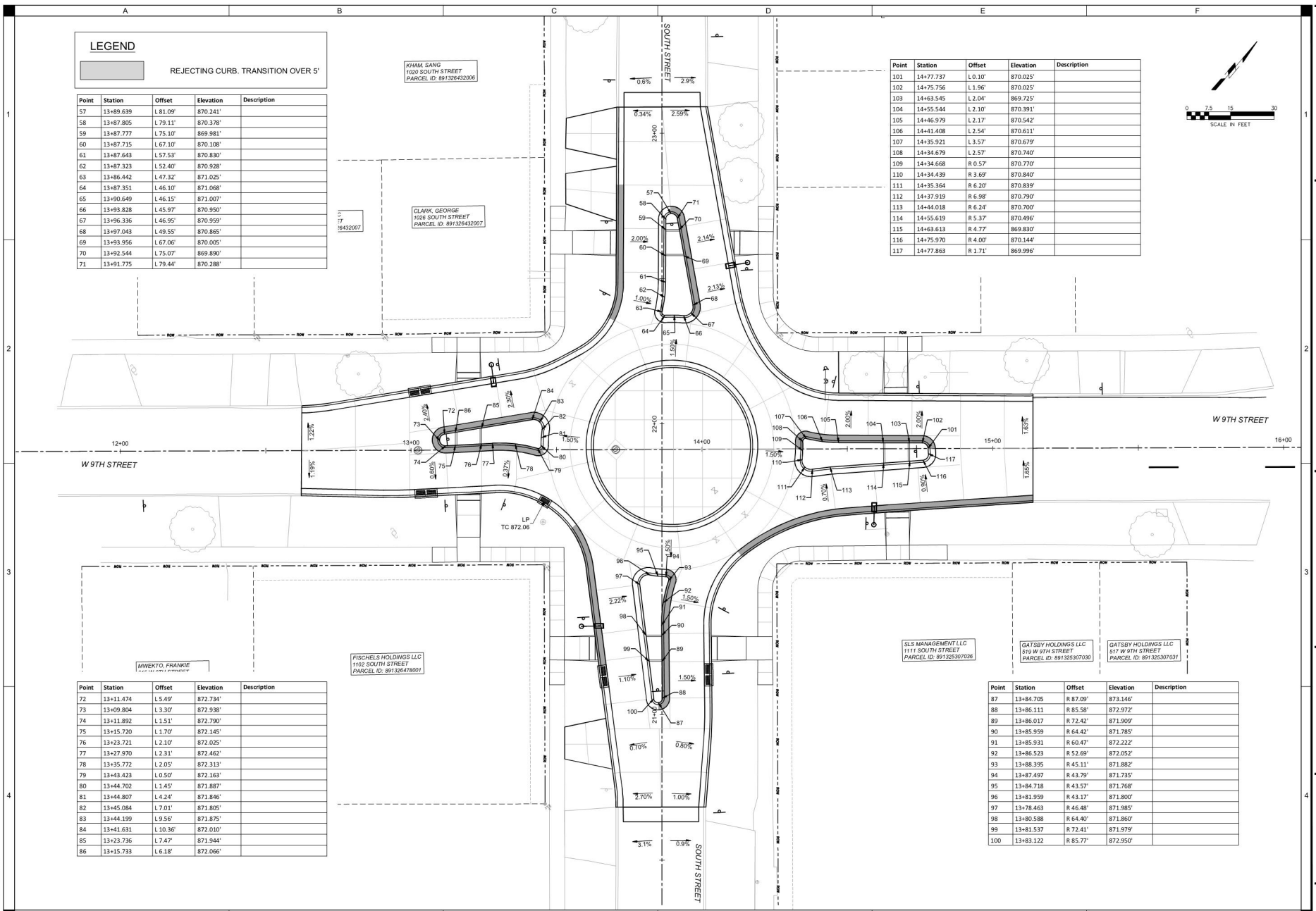
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
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DATE: 08/31/2022
PROJECT NO: 1213950
FIELD BOOK: —
CLIENT NO: 1088

INTERSECTION PLAN

K.01



Point	Station	Offset	Elevation	Description
57	13+89.639	L 81.09'	870.241'	
58	13+87.805	L 79.11'	870.378'	
59	13+87.777	L 75.10'	869.981'	
60	13+87.715	L 67.10'	870.108'	
61	13+87.643	L 57.53'	870.830'	
62	13+87.323	L 52.40'	870.928'	
63	13+86.442	L 47.32'	871.025'	
64	13+87.351	L 46.10'	871.068'	
65	13+90.649	L 46.15'	871.007'	
66	13+93.828	L 45.97'	870.950'	
67	13+96.336	L 46.95'	870.959'	
68	13+97.043	L 49.55'	870.865'	
69	13+93.956	L 67.06'	870.005'	
70	13+92.544	L 75.07'	869.890'	
71	13+91.775	L 79.44'	870.288'	

Point	Station	Offset	Elevation	Description
101	14+77.737	L 0.10'	870.025'	
102	14+75.756	L 1.96'	870.025'	
103	14+63.545	L 2.04'	869.725'	
104	14+55.544	L 2.10'	870.391'	
105	14+46.979	L 2.17'	870.542'	
106	14+41.408	L 2.54'	870.611'	
107	14+35.921	L 3.57'	870.679'	
108	14+34.679	L 2.57'	870.740'	
109	14+34.668	R 0.57'	870.770'	
110	14+34.439	R 3.69'	870.840'	
111	14+35.364	R 6.20'	870.839'	
112	14+37.919	R 6.98'	870.790'	
113	14+44.018	R 6.24'	870.700'	
114	14+55.619	R 5.37'	870.496'	
115	14+63.613	R 4.77'	869.830'	
116	14+75.970	R 4.00'	870.144'	
117	14+77.863	R 1.71'	869.996'	

Point	Station	Offset	Elevation	Description
72	13+11.474	L 5.49'	872.734'	
73	13+09.804	L 3.30'	872.938'	
74	13+11.892	L 1.51'	872.790'	
75	13+15.720	L 1.70'	872.145'	
76	13+23.721	L 2.10'	872.025'	
77	13+27.970	L 2.31'	872.462'	
78	13+35.772	L 2.05'	872.313'	
79	13+43.423	L 0.50'	872.163'	
80	13+44.702	L 1.45'	871.887'	
81	13+44.807	L 4.24'	871.846'	
82	13+45.084	L 7.01'	871.805'	
83	13+44.199	L 9.56'	871.875'	
84	13+41.631	L 10.36'	872.010'	
85	13+23.736	L 7.47'	871.944'	
86	13+15.733	L 6.18'	872.066'	

Point	Station	Offset	Elevation	Description
87	13+84.705	R 87.09'	873.146'	
88	13+86.111	R 85.58'	872.972'	
89	13+86.017	R 72.42'	871.909'	
90	13+85.959	R 64.42'	871.785'	
91	13+85.931	R 60.47'	872.222'	
92	13+86.523	R 52.69'	872.052'	
93	13+88.395	R 45.11'	871.882'	
94	13+87.497	R 43.79'	871.735'	
95	13+84.718	R 43.57'	871.768'	
96	13+81.959	R 43.17'	871.800'	
97	13+78.463	R 46.48'	871.985'	
98	13+80.588	R 64.40'	871.860'	
99	13+81.537	R 72.41'	871.979'	
100	13+83.122	R 85.77'	872.950'	

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 08/31/2022
PROJECT NO: 121980
FIELD BOOK: —
CLIENT NO: 1088

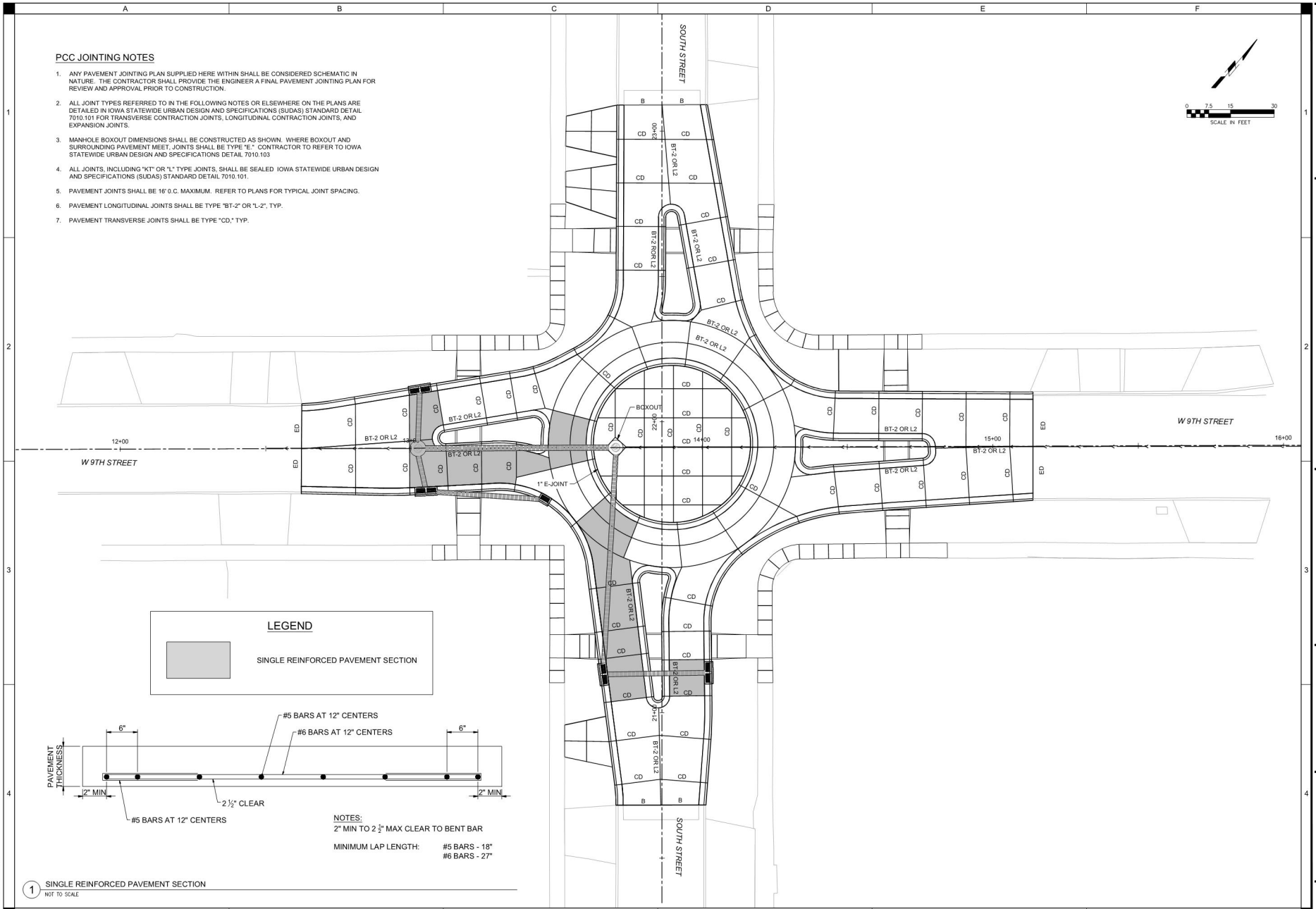
INTERSECTION PLAN

K.02

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PCC JOINTING NOTES

1. ANY PAVEMENT JOINTING PLAN SUPPLIED HERE WITHIN SHALL BE CONSIDERED SCHEMATIC IN NATURE. THE CONTRACTOR SHALL PROVIDE THE ENGINEER A FINAL PAVEMENT JOINTING PLAN FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
2. ALL JOINT TYPES REFERRED TO IN THE FOLLOWING NOTES OR ELSEWHERE ON THE PLANS ARE DETAILED IN IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) STANDARD DETAIL 7010.101 FOR TRANSVERSE CONTRACTION JOINTS, LONGITUDINAL CONTRACTION JOINTS, AND EXPANSION JOINTS.
3. MANHOLE BOXOUT DIMENSIONS SHALL BE CONSTRUCTED AS SHOWN. WHERE BOXOUT AND SURROUNDING PAVEMENT MEET, JOINTS SHALL BE TYPE "E." CONTRACTOR TO REFER TO IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS DETAIL 7010.103
4. ALL JOINTS, INCLUDING "KT" OR "L" TYPE JOINTS, SHALL BE SEALED IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) STANDARD DETAIL 7010.101.
5. PAVEMENT JOINTS SHALL BE 16' 0.C. MAXIMUM. REFER TO PLANS FOR TYPICAL JOINT SPACING.
6. PAVEMENT LONGITUDINAL JOINTS SHALL BE TYPE "BT-2" OR "L-2", TYP.
7. PAVEMENT TRANSVERSE JOINTS SHALL BE TYPE "CD," TYP.



LEGEND

SINGLE REINFORCED PAVEMENT SECTION

NOTES:
2" MIN TO 2 ¾" MAX CLEAR TO BENT BAR

MINIMUM LAP LENGTH: #5 BARS - 18"
#6 BARS - 27"

1 SINGLE REINFORCED PAVEMENT SECTION
NOT TO SCALE

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

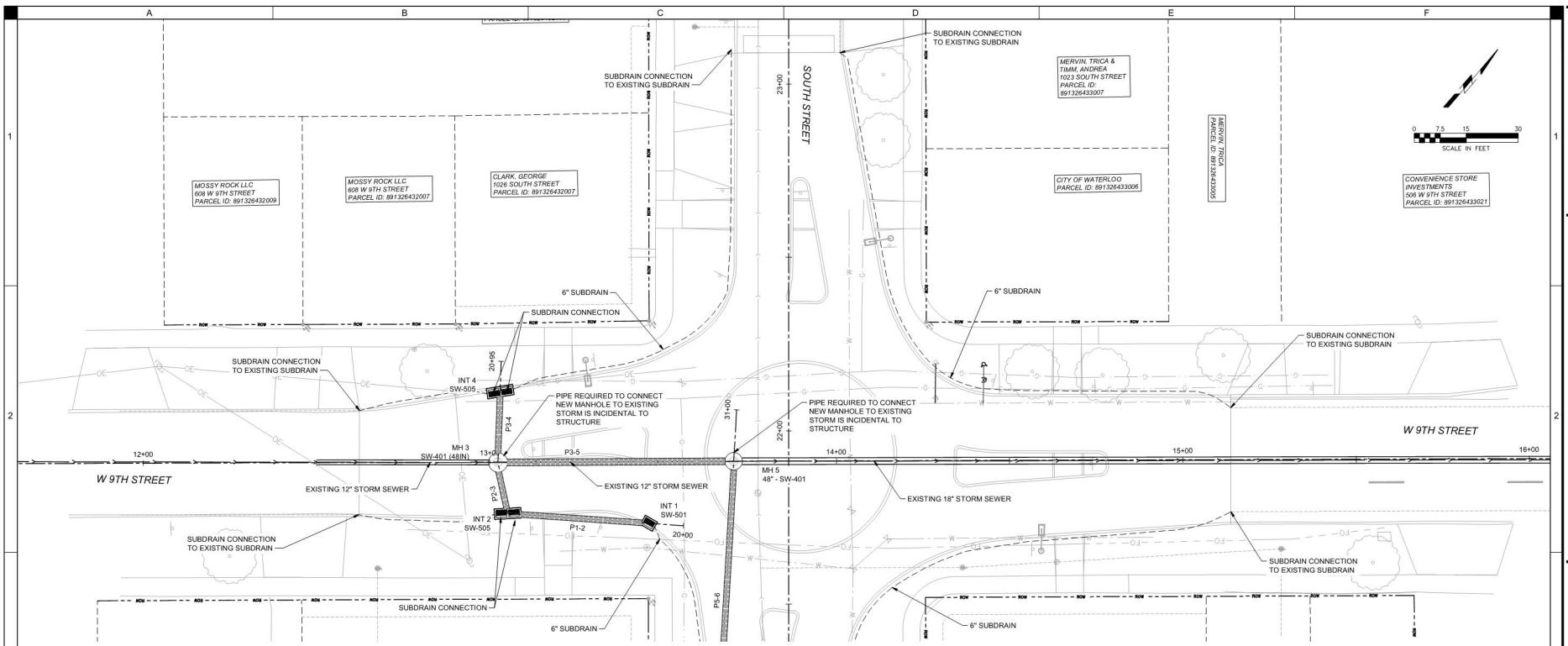
CITY OF WATERLOO
BLACK HAWK COUNTY, IA

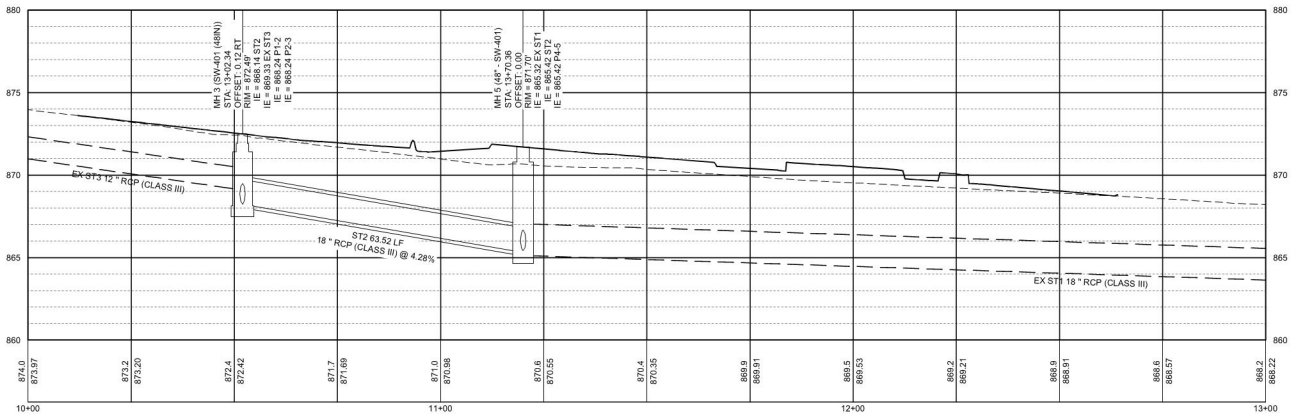
DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 08/31/2022
PROJECT NO: 1213950
FIELD BOOK: —
CLIENT NO: 1088

JOINTING PLAN

L.01

P:\Projects\K\13\13950\Bundle\Roadway\01_Civil\01_GRATING PLAN.dwg
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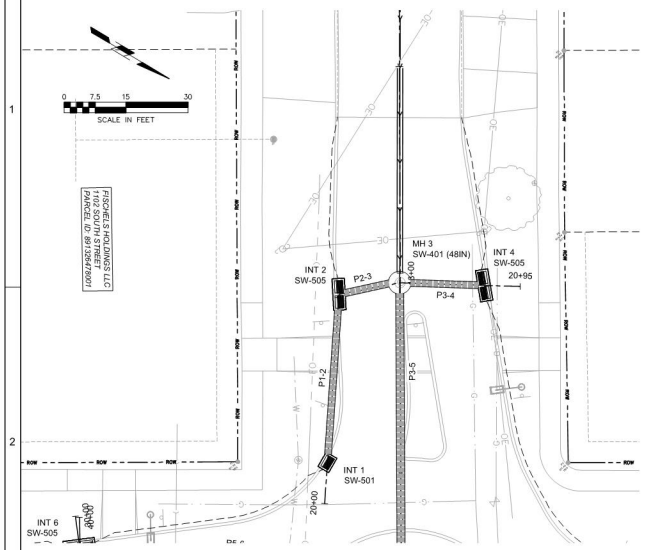
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

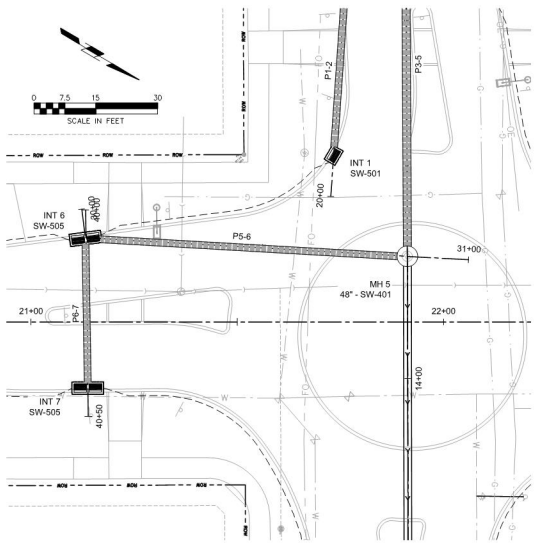
CITY OF WATERLOO
BLACK HAWK COUNTY, IA

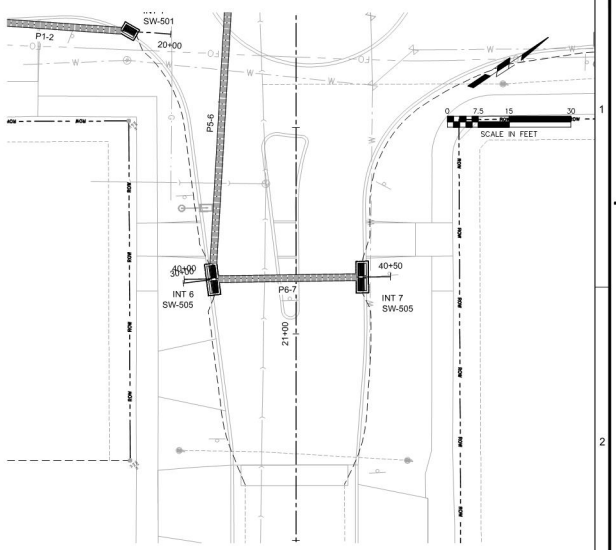
DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 1213650
FIELD BOOK: —
CLIENT NO: 1058

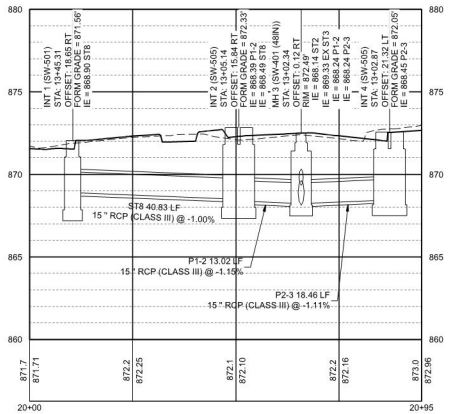
STORM SEWER PLAN

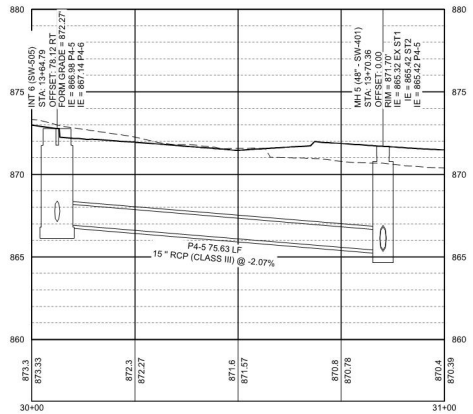
M.01

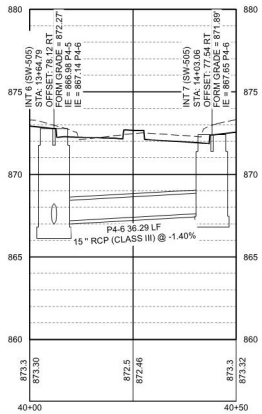












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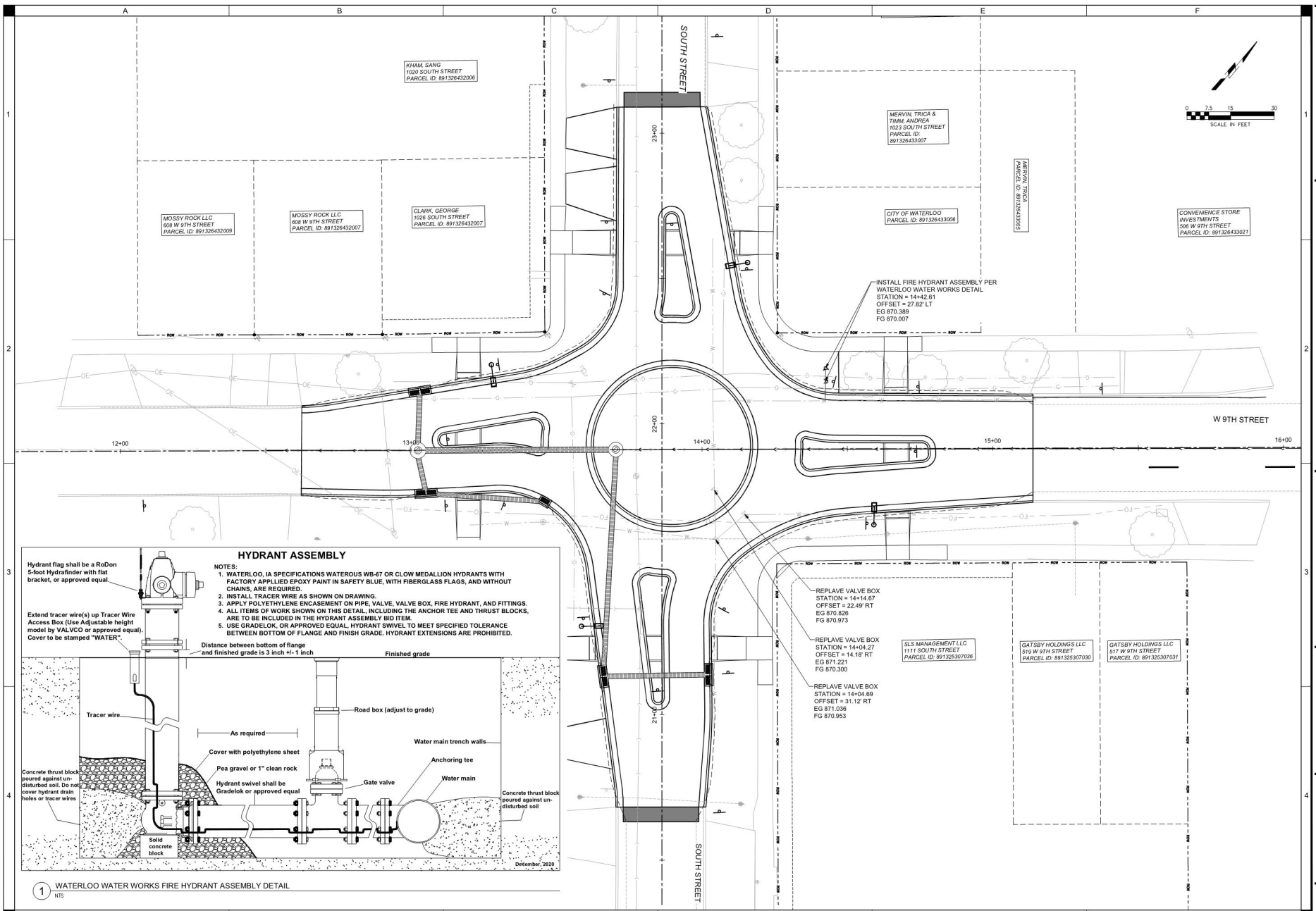
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 1213650
FIELD BOOK: —
CLIENT NO: 1058

STORM SEWER PROFILES

M.02



HYDRANT ASSEMBLY

NOTES:
1. WATERLOO, IA SPECIFICATIONS WATEROUS WB-67 OR CLOW MEDALLION HYDRANTS WITH FACTORY APPLLIED EPOXY PAINT IN SAFETY BLUE, WITH FIBERGLASS FLAGS, AND WITHOUT CHAINS, ARE REQUIRED.
2. INSTALL TRACER WIRE AS SHOWN ON DRAWING.
3. APPLY POLYETHYLENE ENCASEMENT ON PIPE, VALVE, VALVE BOX, FIRE HYDRANT, AND FITTINGS.
4. ALL ITEMS OF WORK SHOWN ON THIS DETAIL, INCLUDING THE ANCHOR TEE AND THRUST BLOCKS, ARE TO BE INCLUDED IN THE HYDRANT ASSEMBLY BID ITEM.
5. USE GRADELOK, OR APPROVED EQUAL, HYDRANT SWIVEL TO MEET SPECIFIED TOLERANCE BETWEEN BOTTOM OF FLANGE AND FINISH GRADE. HYDRANT EXTENSIONS ARE PROHIBITED.

1 WATERLOO WATER WORKS FIRE HYDRANT ASSEMBLY DETAIL
NTS

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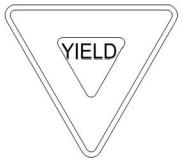
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 1213650
FIELD BOOK: —
CLIENT NO: 1058

WATER MAIN PLAN

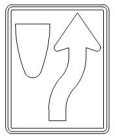
MW.01



1 R1-2 (YIELD) 36"x36"x36"



2 R6-5P (ROUNDABOUT CIRCULATION PLAQUE) 30"x30"



3 R4-7c KEEP RIGHT 18"x30"



4 OM1-2, (OBJECT MARKER) 18"x18"



5 W2-6 (CIRCULAR INTERSECTION) 30"x30"



6 W16-8P (ADVANCE STREET NAME) 36"x8"



7 W16-8P (ADVANCE STREET NAME) 36"x8"



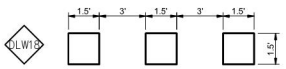
8 W11-2 (PEDESTRIAN) 30"x30"



9 W16-7P (DOWNWARD DIAGONAL ARROW PLAQUE) 24"x12"

PAVEMENT MARKINGS LEGEND

- SLW4 — SOLID LANE LINE (White)
- ELY4 — EDGE LINE LEFT (Yellow)
- DLW18 — DOTTED LINE, 18" (White)
- DCY4 — DOUBLE CENTERLINE (Yellow)
- CBW6 — CROSSWALK BAR (White) (PERMANENT TAPE MARKINGS)



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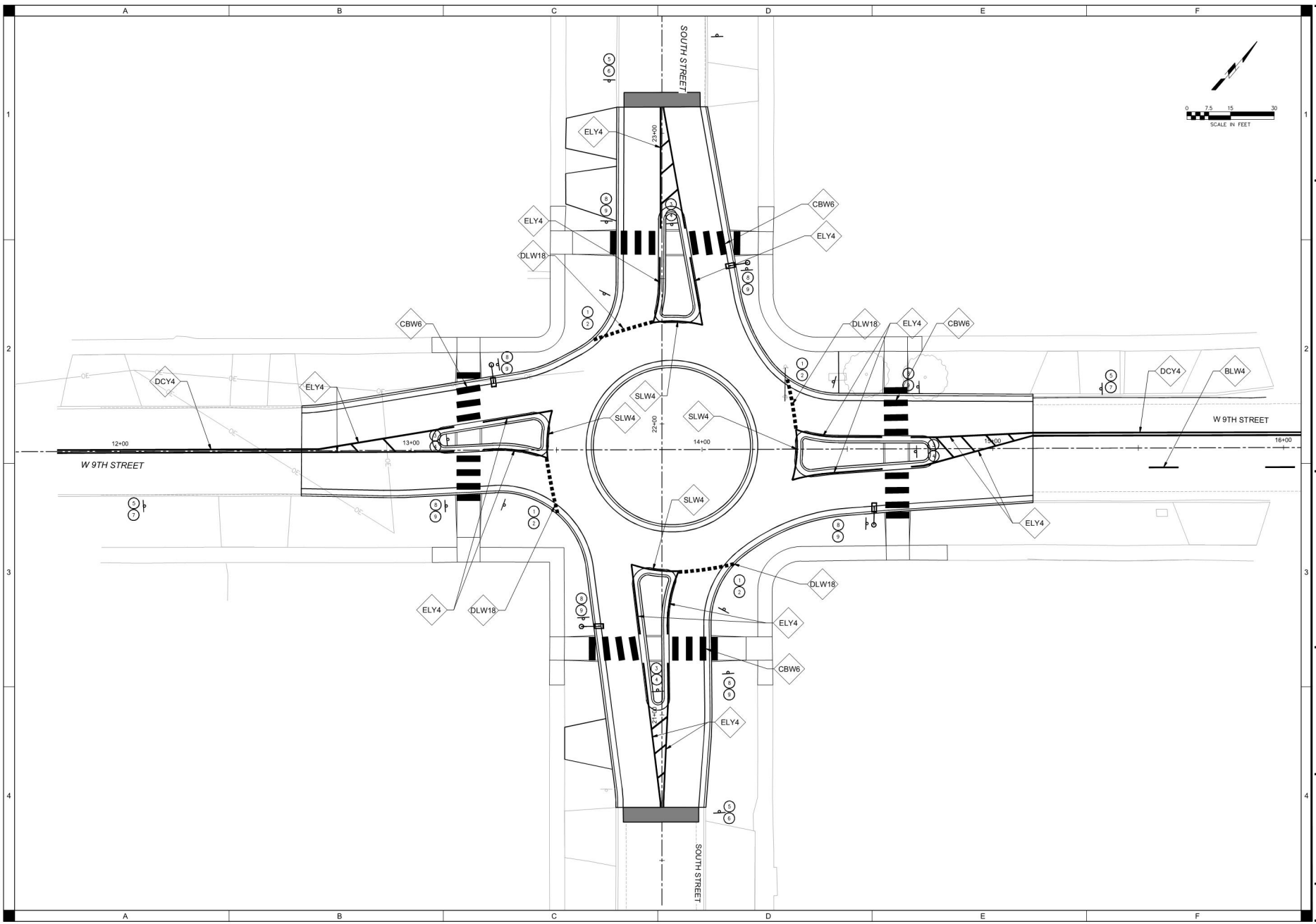
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 1213650
FIELD BOOK: —
CLIENT NO: 1058

PAVEMENT MARKING AND SIGNING PLAN

N.01



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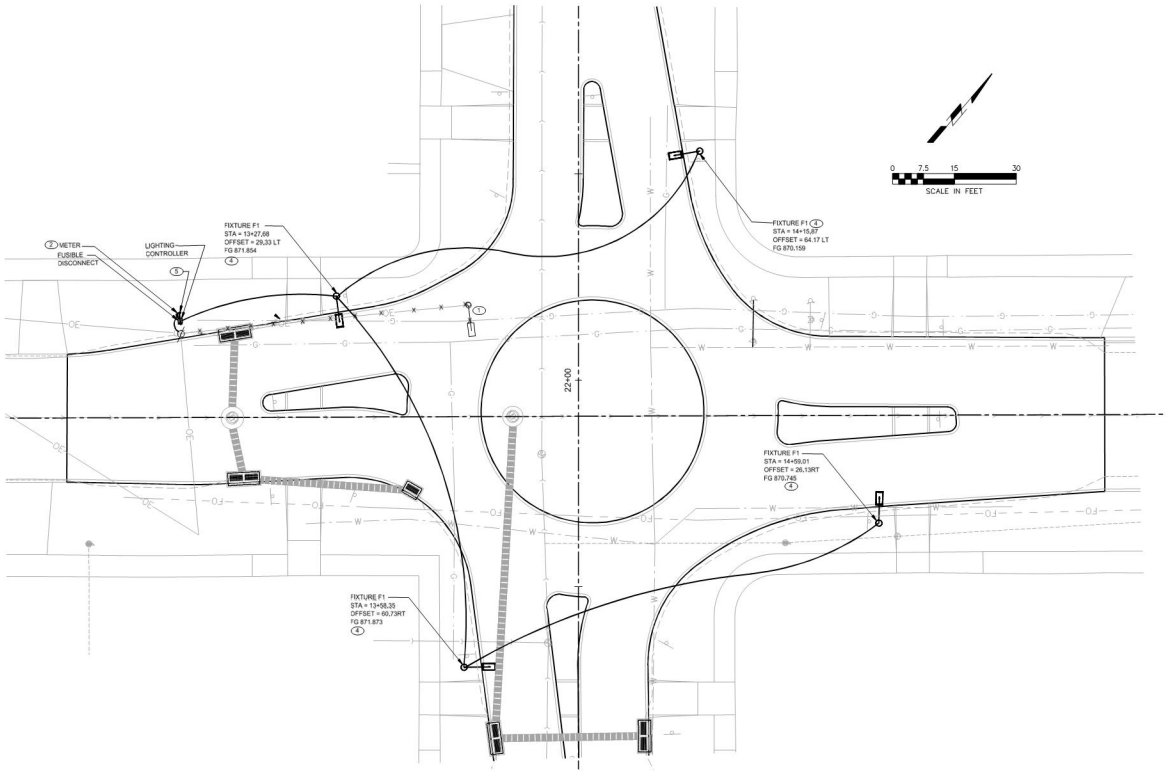
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 08/31/2022
PROJECT NO: 1213650
FIELD BOOK: —
CLIENT NO: 1058

PAVEMENT MARKING AND SIGNING PLAN

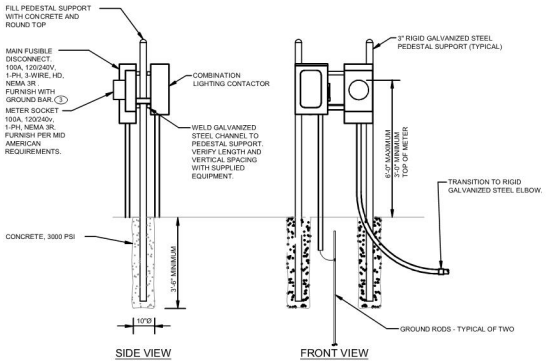
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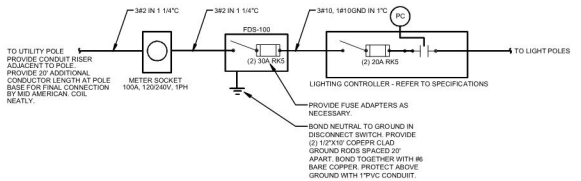
2 LIGHTING PLAN
1"=15'

GENERAL NOTES:
1. COORDINATE REMOVAL OF EXISTING STREET LIGHT WITH MID AMERICAN ENERGY, REFER TO SHEET A.03 FOR LOCATION.
2. COORDINATE NEW SERVICE ENTRANCE WITH MID AMERICAN ENERGY, CONTACT IS DAVID KLINE, (319)291-4726, David.Kline@midamerican.com
3. MINIMUM WIRING SHALL BE 2#12, #12GND IN 1"CONDUIT.
4. REFER TO SPECIFICATIONS FOR LIGHTING RELAY REQUIREMENTS.

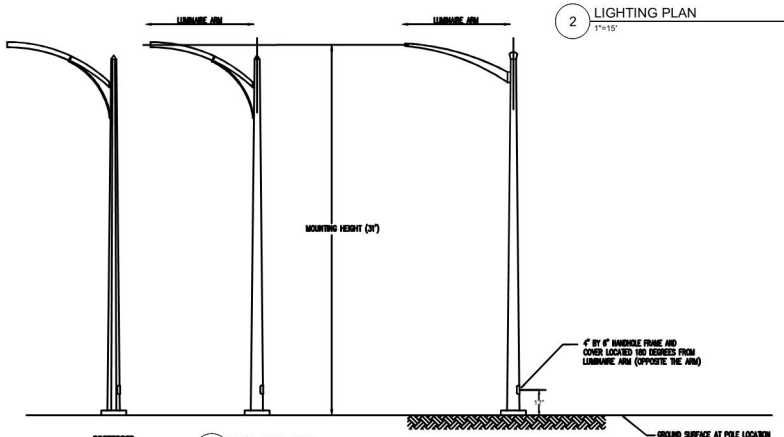
KEYED NOTES: 4
1. COORDINATE REMOVAL OF EXISTING STREET LIGHT AND ASSOCIATED OVERHEAD WIRING WITH MID AMERICAN ENERGY.
2. COORDINATE NEW SERVICE ENTRANCE WITH MID AMERICAN ENERGY. CONTACT IS DAVID KLINE, (319)291-4726, David.Kline@midamerican.com
3. PROVIDE SQUARE D 3110 H323RB 100A, FUSED DISCONNECT, NEMA 3R ENCLOSURE, OR APPROVED EQUAL BY EATON, SIEMENS, GE.
4. TYPE F1 FIXTURE SHALL BE PHILIPS LUMEC RFM-16WXSLEDHK-R3M-DWG-PHB-BK, OR APPROVED EQUAL BY ACUITY. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION. REFER TO DETAIL 1/P.01 FOR POLE DETAIL, REFER TO DETAIL 5/P.01 FOR POLE BASE DETAIL.
5. REFER TO DETAIL 3/P.01 FOR METER BASE MOUNTING DETAIL.



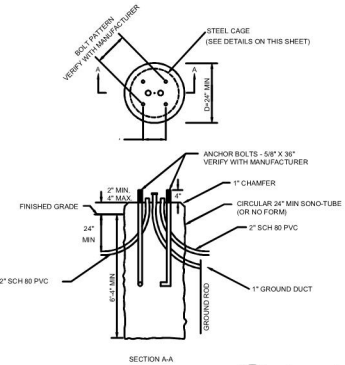
3 METER BASE DETAIL
NOT TO SCALE

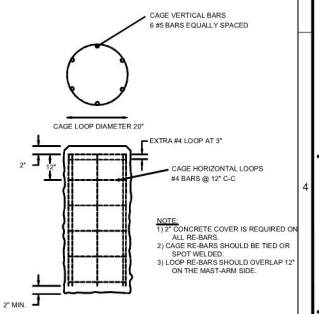


4 ONE-LINE DIAGRAM
NOT TO SCALE



1 POLE DETAIL
NOT TO SCALE





5 POLE BASE DETAIL
NOT TO SCALE

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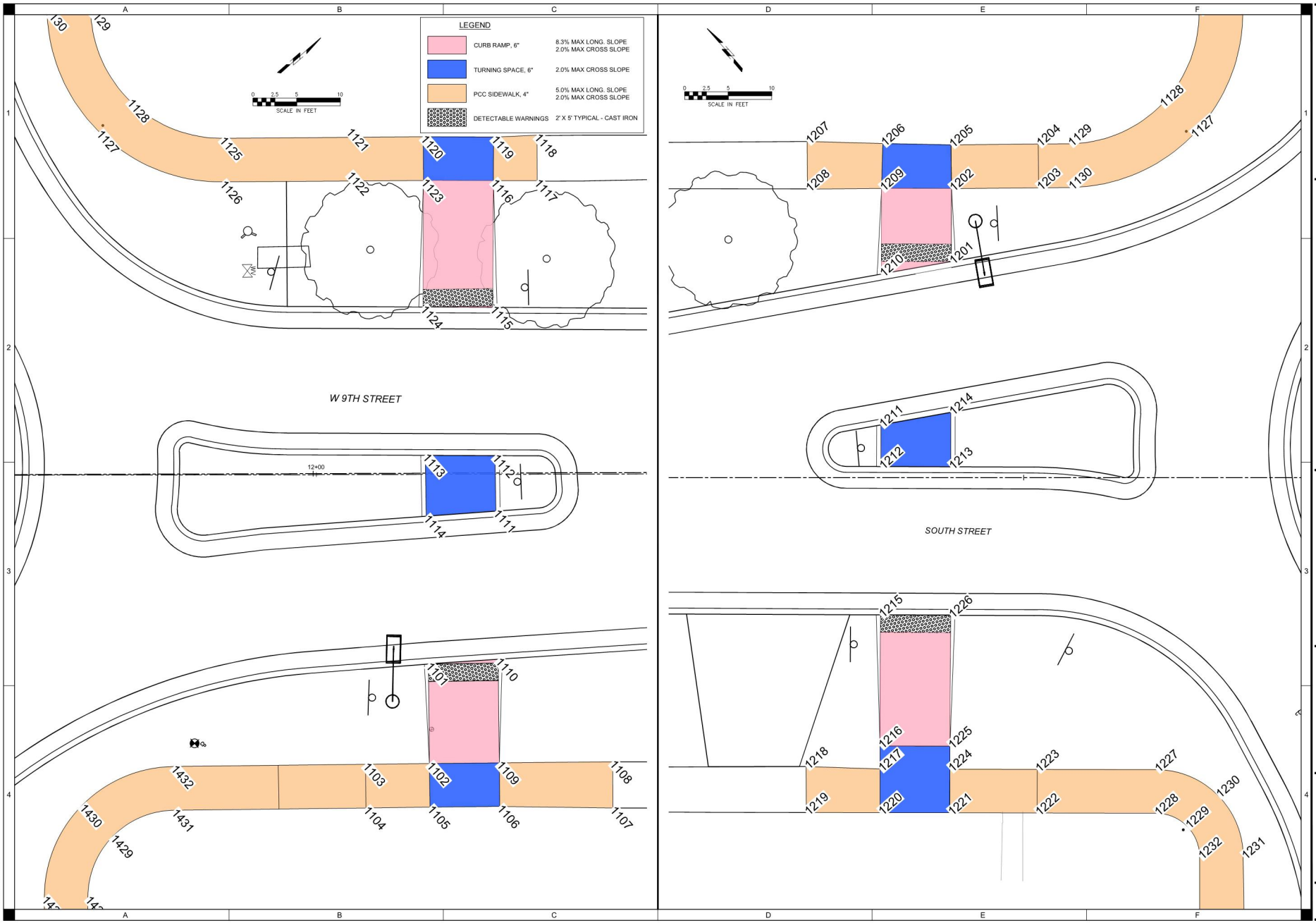
CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN:	JPL
APPROVED:	JHC
ISSUED FOR:	BID
DATE:	05/31/2022
PROJECT NO:	121860
FIELD BOOK:	—
CLIENT NO:	1058

LIGHTING PLAN

P.01

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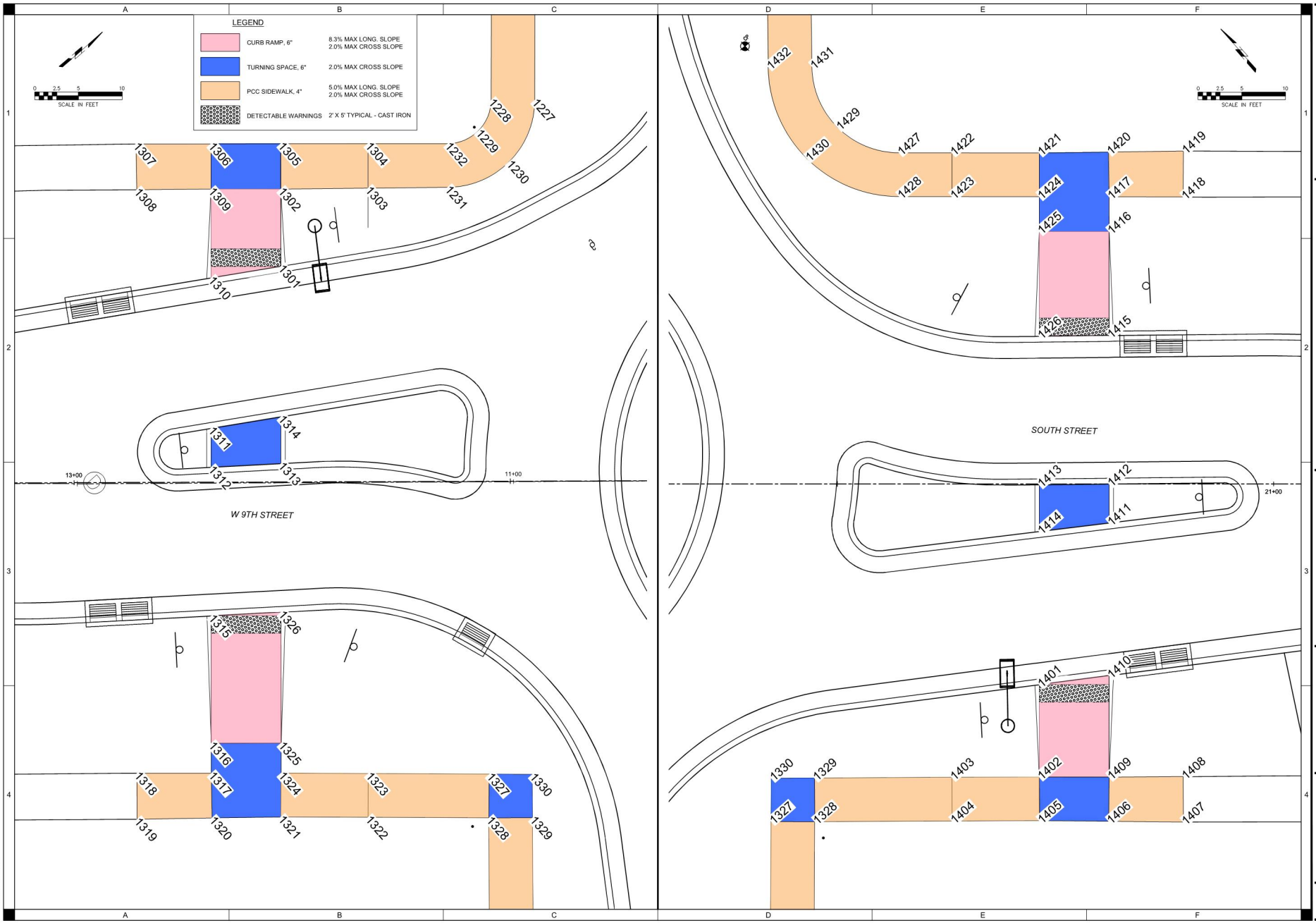
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 08/31/2022
PROJECT NO: 1213950
FIELD BOOK: —
CLIENT NO: 1058

SIDEWALK PLAN

S.01



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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 08/31/2022
PROJECT NO: 1213950
FIELD BOOK: —
CLIENT NO: 1058

SIDEWALK PLAN

S.02

113-10

04-18-17

SIDEWALK COMPLIANCE

See S Sheets

* Does not include curb

Staking required by Contracting Authority per Article 2511.03 of the Standard Specifications.

Refer to tabulation 113-01 for bid quantities.

Point to Point		Sidewalk Designation	" PCC Sidewalk	Distance*	Δ Elevation	Slope	Acceptable Constructed Range	Staking Required on this Quadrant?	Measured Slope	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES			
												Point	Station	Offset	Elevation
				FT	FT	%	Pos. or Neg.		%						
1101	1102	Ramp Running Slope	6	11.40	0.75	0.07	0.5% to 8.3%					1101	14+63.14	21.86	870.03
1101	1110	Crosswalk Cross Slope - Yield Condition	6	8.01	-0.25	-0.03	0.0% to 4.2%					1102	14+63.22	33.26	870.78
1102	1103	Sidewalk Running Slope	4	7.33	0.18	0.03	0.5% to 5.0%					1103	14+55.90	33.33	870.97
1102	1105	Landing/Turning Space	4	5.00	0.08	0.02	0.1% to 2.0%	Yes				1104	14+55.94	38.32	871.05
1102	1109	Landing/Turning Space	4	8.00	-0.12	-0.02	0.1% to 2.0%					1105	14+63.26	38.26	870.87
1103	1104	Sidewalk Cross Slope	4	4.99	0.08	0.02	0.5% to 2.0%	Yes				1106	14+71.26	38.2	870.74
1104	1105	Sidewalk Running Slope	4	7.32	-0.18	-0.03	0.5% to 5.0%					1107	14+76.24	38.43	871.26
1105	1106	Landing/Turning Space	4	8.00	-0.12	-0.02	0.1% to 2.0%					1108	14+76.22	33.16	871.19
1106	1107	Sidewalk Running Slope	4	13.00	0.51	0.04	0.5% to 5.0%					1109	14+71.22	33.2	870.66
1106	1109	Landing/Turning Space	4	5.00	-0.08	-0.02	0.1% to 2.0%	Yes				1110	14+71.14	21.34	869.78
1107	1108	Match Existing Cross Slope	4	5.27	-0.07	-0.01	Match Existing								
1108	1109	Sidewalk Running Slope	4	13.00	-0.53	-0.04	0.5% to 5.0%	Yes							
1109	1110	Ramp Running Slope	6	11.86	-0.89	-0.08	0.5% to 8.3%	Yes							
1111	1112	Landing/Turning Space	4	6.34	-0.11	-0.02	0.1% to 2.0%	Yes				1111	14+70.94	4.36	869.71
1111	1114	Landing/Turning Space	4	8.02	0.14	0.02	0.1% to 2.0%	Yes				1112	14+70.86	-1.98	869.60
1112	1113	Landing/Turning Space	4	8.00	0.14	0.02	0.1% to 2.0%	Yes				1113	14+62.86	-2.06	869.74
1113	1114	Landing/Turning Space	4	7.00	0.11	0.02	0.1% to 2.0%	Yes				1114	14+62.94	4.94	869.86
1115	1116	Ramp Running Slope	6	14.50	0.73	0.05	0.5% to 8.3%					1115	14+70.66	18.98	869.29
1115	1124	Crosswalk Cross Slope - Yield Condition	6	7.99	0.12	0.02	0.0% to 2.0%					1116	14+70.78	33.48	870.02
1116	1117	Sidewalk Running Slope	4	5.00	-0.10	-0.02	0.5% to 5.0%					1117	14+75.78	33.46	869.92
1116	1119	Landing/Turning Space	4	5.00	0.07	0.02	0.1% to 2.0%					1118	14+75.79	38.68	870.00
1116	1123	Landing/Turning Space	4	8.01	0.12	0.02	0.1% to 2.0%					1119	14+70.83	38.48	870.09
1117	1118	Match Existing Cross Slope	4	5.22	0.08	0.02	Match Existing					1120	14+62.75	38.55	870.21
1118	1119	Sidewalk Running Slope	4	4.97	0.09	0.02	0.5% to 5.0%					1121	14+54.24	39.39	870.36
1119	1120	Landing/Turning Space	4	8.08	0.12	0.02	0.1% to 2.0%					1122	14+54.26	34.39	870.28
1120	1121	Sidewalk Running Slope	4	8.55	0.14	0.02	0.5% to 5.0%					1123	14+62.77	33.55	870.14
1120	1123	Landing/Turning Space	4	5.00	-0.08	-0.02	0.1% to 2.0%					1124	14+62.66	19.05	869.41
1121	1122	Sidewalk Cross Slope	4	5.00	-0.08	-0.02	0.5% to 2.0%	Yes				1125	14+39.69	38.45	872.27
1122	1123	Sidewalk Running Slope	4	8.55	-0.14	-0.02	0.5% to 5.0%					1126	14+39.71	33.45	872.27
1123	1124	Ramp Running Slope	6	14.50	-0.73	-0.05	0.5% to 8.3%					1127	14+25.60	39.25	872.27
												1128	14+29.11	42.8	872.27
												1129	14+24.68	53.35	872.27
												1130	14+19.68	53.31	872.27
1201	1202	Ramp Running Slope	6	8.36	0.24	0.03	0.5% to 8.3%					1201	14+11.22	66.96	869.72
1201	1210	Crosswalk Cross Slope - Yield Condition	6	8.13	-0.12	-0.02	0.0% to 2.0%					1202	14+19.58	66.91	869.97
1202	1203	Sidewalk Running Slope	4	10.01	0.24	0.02	0.5% to 5.0%					1203	14+19.65	56.9	870.21
1202	1205	Landing/Turning Space	4	5.02	0.10	0.02	0.1% to 2.0%	Yes				1204	14+24.67	56.94	870.30
1202	1209	Landing/Turning Space	4	8.00	-0.12	-0.02	0.1% to 2.0%					1205	14+24.60	66.94	870.06
1203	1204	Sidewalk Cross Slope	4	5.02	0.10	0.02	0.5% to 2.0%	Yes				1206	14+24.79	74.75	869.94
1204	1205	Sidewalk Running Slope	4	10.00	-0.24	-0.02	0.5% to 5.0%					1207	14+25.05	83.4	869.59
1205	1206	Landing/Turning Space	4	7.81	-0.12	-0.02	0.1% to 2.0%	Yes				1208	14+19.58	83.41	869.46
1206	1207	Sidewalk Running Slope	4	8.65	-0.35	-0.04	0.5% to 5.0%					1209	14+19.63	74.91	869.85
1206	1209	Landing/Turning Space	4	5.16	-0.09	-0.02	0.1% to 2.0%	Yes				1210	14+09.82	74.97	869.60
1207	1208	Match Existing Cross Slope	4	5.47	-0.13	-0.02	Match Existing								
1208	1209	Sidewalk Running Slope	4	8.50	0.38	0.05	0.5% to 5.0%	Yes							
1209	1210	Ramp Running Slope	6	9.81	-0.25	-0.03	0.5% to 8.3%								
1211	1212	Landing/Turning Space	4	4.77	0.09	0.02	0.1% to 2.0%	Yes				1211	13+92.54	75.07	869.89
1211	1214	Landing/Turning Space	4	8.13	0.12	0.01	0.1% to 2.0%					1212	13+87.78	75.1	869.98
1212	1213	Landing/Turning Space	4	8.00	0.13	0.02	0.1% to 2.0%	Yes				1213	13+87.72	67.1	870.11
1213	1214	Landing/Turning Space	4	6.24	-0.10	-0.02	0.1% to 2.0%	Yes				1214	13+93.96	67.06	870.01
1215	1216	Ramp Running Slope	6	15.01	0.45	0.03	0.5% to 8.3%					1215	13+70.78	75.2	870.28
1215	1226	Crosswalk Cross Slope - Yield Condition	6	8.03	0.12	0.02	0.0% to 2.0%					1216	13+55.76	75.28	870.73
1216	1217	Landing/Turning Space	4	2.64	0.04	0.02	0.1% to 2.0%					1217	13+53.13	75.3	870.77
1216	1225	Landing/Turning Space	4	8.00	0.12	0.02	0.1% to 2.0%					1218	13+53.43	83.76	870.37
1217	1218	Sidewalk Running Slope	4	8.47	-0.40	-0.05	0.5% to 5.0%	Yes				1219	13+48.17	83.77	870.46
1217	1220	Landing/Turning Space	4	5.00	0.08	0.02	0.1% to 2.0%					1220	13+48.12	75.33	870.84
1218	1219	Match Existing Cross Slope	4	5.26	0.09	0.02	Match Existing					1221	13+48.08	67.33	870.96
1219	1220	Sidewalk Running Slope	4	8.44	0.38	0.05	0.5% to 5.0%	Yes				1222	13+48.02	57.33	871.19
1220	1221	Landing/Turning Space	4	8.00	0.12	0.02	0.1% to 2.0%					1223	13+53.02	57.3	871.12
1221	1222	Sidewalk Running Slope	4	10.00	0.23	0.02	0.5% to 5.0%					1224	13+53.08	67.3	870.89
1221	1224	Landing/Turning Space	4	5.00	-0.08	-0.02	0.1% to 2.0%					1225	13+55.72	67.28	870.85
1222	1223	Sidewalk Cross Slope	4	5.00	-0.07	-0.02	0.5% to 2.0%					1226	13+70.72	67.17	870.40
1223	1224	Sidewalk Running Slope	4	10.00	-0.24	-0.02	0.5% to 5.0%					1227	13+52.95	43.65	871.44
1224	1225	Landing/Turning Space	4	2.64	-0.04	-0.02	0.1% to 2.0%					1228	13+47.95	43.68	871.69
1225	1226	Ramp Running Slope	6	15.00	-0.45	-0.03	0.5% to 8.3%					1229	13+46.47	40.15	871.74
												1230	13+49.99	36.61	871.63
												1231	13+42.92	33.71	871.77
												1232	13+42.93	38.7	871.82

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO

BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 1213650
FIELD BOOK: —
CLIENT NO: 1058

SIDEWALK PLAN

S.03

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113-10

04-18-17

SIDEWALK COMPLIANCE

See S Sheets

* Does not include curb

Staking required by Contracting Authority per Article 2511.03 of the Standard Specifications.

Refer to tabulation 113-01 for bid quantities.

Point to Point		Sidewalk Designation	_" PCC Sidewalk	Distance*	Δ Elevation	Slope	Acceptable Constructed Range	Staking Required on this Quadrant?	Measured Slope	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES			
												Point	Station	Offset	Elevation
				FT	FT	%	Pos. or Neg.		%						
1301	1302	Ramp Running Slope	6	8.86	0.62	0.07	0.5% to 8.3%					1301	13+23.78	24.7	871.50
1301	1310	Crosswalk Cross Slope - Yield Condition	6	8.11	0.12	0.02	0.0% to 2.0%					1302	13+23.81	33.56	872.12
1302	1303	Sidewalk Running Slope	4	10.00	-0.18	-0.02	0.5% to 5.0%					1303	13+33.81	33.64	871.94
1302	1305	Landing/Turning Space	4	5.19	0.06	0.01	0.1% to 2.0%					1304	13+33.82	38.72	872.00
1302	1309	Landing/Turning Space	4	8.00	0.12	0.02	0.1% to 2.0%					1305	13+23.82	38.75	872.18
1303	1304	Sidewalk Cross Slope	4	5.08	0.06	0.01	0.5% to 2.0%					1306	13+15.82	38.76	872.31
1304	1305	Sidewalk Running Slope	4	10.00	0.18	0.02	0.5% to 5.0%					1307	13+07.21	38.78	872.66
1305	1306	Landing/Turning Space	4	8.00	0.12	0.02	0.1% to 2.0%					1308	13+07.31	33.54	872.62
1306	1307	Sidewalk Running Slope	4	8.61	0.36	0.04	0.5% to 5.0%	Yes				1309	13+15.81	33.59	872.24
1306	1309	Landing/Turning Space	4	5.17	-0.07	-0.01	0.1% to 2.0%					1310	13+15.78	23.4	871.62
1307	1308	Match Existing Cross Slope	4	5.24	-0.05	-0.01	Match Existing								
1308	1309	Sidewalk Running Slope	4	8.50	-0.38	-0.04	0.5% to 5.0%	Yes							
1309	1310	Ramp Running Slope	6	10.19	-0.62	-0.06	0.5% to 8.3%								
1311	1312	Landing/Turning Space	4	4.48	0.08	0.02	0.1% to 2.0%	Yes				1311	13+15.73	6.18	872.07
1311	1314	Landing/Turning Space	4	8.11	-0.12	-0.02	0.1% to 2.0%					1312	13+15.72	1.7	872.15
1312	1313	Landing/Turning Space	4	8.01	-0.12	-0.02	0.1% to 2.0%					1313	13+23.72	2.1	872.03
1313	1314	Landing/Turning Space	4	5.37	-0.08	-0.02	0.1% to 2.0%					1314	13+23.74	7.47	871.94
1315	1316	Ramp Running Slope	6	14.58	0.95	0.07	0.5% to 8.3%					1315	13+15.67	15.32	871.99
1315	1326	Crosswalk Cross Slope - Yield Condition	6	8.01	-0.12	-0.02	0.0% to 2.0%					1316	13+15.63	29.9	872.94
1316	1317	Landing/Turning Space	4	3.45	0.05	0.02	0.1% to 2.0%					1317	13+15.62	33.35	872.99
1316	1325	Landing/Turning Space	4	8.00	-0.12	-0.02	0.1% to 2.0%					1318	13+07.12	33.33	873.07
1317	1318	Sidewalk Running Slope	4	8.50	0.08	0.01	0.5% to 5.0%					1319	13+07.11	38.6	873.25
1317	1320	Landing/Turning Space	4	5.12	0.08	0.02	0.1% to 2.0%					1320	13+15.70	38.47	873.07
1318	1319	Match Existing Cross Slope	4	5.27	0.18	0.04	Match Existing					1321	13+23.58	38.38	872.95
1319	1320	Sidewalk Running Slope	4	8.60	-0.18	-0.02	0.5% to 5.0%					1322	13+33.58	38.46	872.73
1320	1321	Landing/Turning Space	4	7.88	-0.12	-0.02	0.1% to 2.0%					1323	13+33.62	33.45	872.69
1321	1322	Sidewalk Running Slope	4	10.00	-0.22	-0.02	0.5% to 5.0%					1324	13+23.62	33.37	872.87
1321	1324	Landing/Turning Space	4	5.01	-0.08	-0.02	0.1% to 2.0%	Yes				1325	13+23.63	29.92	872.82
1322	1323	Sidewalk Cross Slope	4	5.01	-0.04	-0.01	0.5% to 2.0%					1326	13+23.67	14.92	871.87
1322	1328	Sidewalk Running Slope	4	13.84	-0.31	-0.02	0.5% to 5.0%					1327	13+47.46	33.56	872.37
1323	1324	Sidewalk Running Slope	4	10.00	0.18	0.02	0.5% to 5.0%					1328	13+47.42	38.56	872.42
1323	1327	Sidewalk Running Slope	4	13.84	-0.32	-0.02	0.5% to 5.0%					1329	13+52.43	38.55	872.36
1324	1325	Landing/Turning Space	4	3.45	-0.05	-0.02	0.1% to 2.0%					1330	13+52.42	33.6	872.30
1325	1326	Ramp Running Slope	6	15.00	-0.95	-0.06	0.5% to 8.3%								
1327	1328	Landing/Turning Space	4	5.00	0.05	0.01	0.1% to 2.0%								
1327	1330	Landing/Turning Space	4	4.95	-0.07	-0.01	0.1% to 2.0%								
1328	1329	Landing/Turning Space	4	5.00	-0.06	-0.01	0.1% to 2.0%								
1328	1404	Landing/Turning Space	4	15.76	0.26	0.02	0.1% to 2.0%	Yes							
1329	1330	Landing/Turning Space	4	4.95	-0.06	-0.01	0.1% to 2.0%								
1329	1403	Landing/Turning Space	4	15.76	0.25	0.02	0.1% to 2.0%	Yes							

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO

BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 08/31/2022
PROJECT NO: 1213650
FIELD BOOK: —
CLIENT NO: 1058

SIDEWALK PLAN

S.04

113-10

04-18-17

SIDEWALK COMPLIANCE

See S Sheets

* Does not include curb

Staking required by Contracting Authority per Article 2511.03 of the Standard Specifications.

Refer to tabulation 113-01 for bid quantities.

Point to Point		Sidewalk Designation	_" PCC Sidewalk	Distance*	Δ Elevation	Slope	Acceptable Constructed Range	Staking Required on this Quadrant?	Measured Slope	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES			
												Point	Station	Offset	Elevation
				FT	FT	%	Pos. or Neg.		%						
1401	1402	Ramp Running Slope	6	10.57	0.74	0.07	0.5% to 8.3%					1401	13+63.04	64.34	872.00
1401	1410	Crosswalk Cross Slope - Yield Condition	6	8.07	0.12	0.02	0.0% to 2.0%					1402	13+52.47	64.31	872.74
1402	1403	Sidewalk Running Slope	4	10.00	-0.13	-0.01	0.5% to 5.0%					1403	13+52.45	54.31	872.62
1402	1405	Landing/Turning Space	4	5.01	0.07	0.01	0.1% to 2.0%					1404	13+47.45	54.32	872.68
1402	1409	Landing/Turning Space	4	8.00	0.12	0.02	0.1% to 2.0%					1405	13+47.47	64.32	872.81
1403	1404	Sidewalk Cross Slope	4	5.01	0.06	0.01	0.5% to 2.0%					1406	13+47.38	72.24	872.93
1404	1405	Sidewalk Running Slope	4	10.00	0.13	0.01	0.5% to 5.0%					1407	13+47.25	80.8	873.32
1405	1406	Landing/Turning Space	4	7.92	0.12	0.02	0.1% to 2.0%					1408	13+52.46	80.84	872.96
1406	1407	Sidewalk Running Slope	4	8.56	0.40	0.05	0.5% to 5.0%	Yes				1409	13+52.44	72.31	872.86
1406	1409	Landing/Turning Space	4	5.06	-0.07	-0.01	0.1% to 2.0%					1410	13+64.06	72.35	872.12
1407	1408	Match Existing Cross Slope	4	5.21	-0.37	-0.07	Match Existing								
1408	1409	Sidewalk Running Slope	4	8.53	-0.10	-0.01	0.5% to 5.0%								
1409	1410	Ramp Running Slope	6	11.62	-0.74	-0.06	0.5% to 8.3%								
1411	1412	Landing/Turning Space	4	4.48	-0.07	-0.02	0.1% to 2.0%	Yes				1411	13+81.54	72.41	871.98
1411	1414	Landing/Turning Space	4	8.07	-0.12	-0.02	0.1% to 2.0%					1412	13+86.02	72.42	871.91
1412	1413	Landing/Turning Space	4	8.00	-0.12	-0.02	0.1% to 2.0%					1413	13+85.96	64.42	871.79
1413	1414	Landing/Turning Space	4	5.37	0.08	0.01	0.1% to 2.0%					1414	13+80.59	64.4	871.86
1415	1416	Ramp Running Slope	6	11.91	0.79	0.07	0.5% to 8.3%					1415	14+03.03	72.48	871.78
1415	1426	Crosswalk Cross Slope - Yield Condition	6	8.00	-0.11	-0.01	0.0% to 2.0%					1416	14+14.93	72.52	872.57
1416	1417	Landing/Turning Space	4	4.00	0.06	0.02	0.1% to 2.0%					1417	14+18.94	72.53	872.63
1416	1425	Landing/Turning Space	4	8.00	-0.12	-0.02	0.1% to 2.0%					1418	14+18.86	81.03	872.96
1417	1418	Sidewalk Running Slope	4	8.50	0.34	0.04	0.5% to 5.0%					1419	14+24.13	81.1	872.51
1417	1420	Landing/Turning Space	4	5.09	0.08	0.02	0.1% to 2.0%					1420	14+24.03	72.47	872.70
1418	1419	Match Existing Cross Slope	4	5.27	-0.45	-0.09	Match Existing					1421	14+23.96	64.55	872.58
1419	1420	Sidewalk Running Slope	4	8.63	0.19	0.02	0.5% to 5.0%					1422	14+24.00	54.55	872.27
1420	1421	Landing/Turning Space	4	7.92	-0.12	-0.02	0.1% to 2.0%					1423	14+19.00	54.53	872.26
1421	1422	Sidewalk Running Slope	4	10.00	-0.32	-0.03	0.5% to 5.0%					1424	14+18.96	64.53	872.51
1421	1424	Landing/Turning Space	4	5.00	-0.08	-0.02	0.1% to 2.0%					1425	14+14.96	64.52	872.45
1422	1423	Sidewalk Cross Slope	4	5.00	-0.01	0.00	0.5% to 2.0%					1426	14+02.96	64.48	871.66
1423	1424	Sidewalk Running Slope	4	10.00	0.25	0.03	0.5% to 5.0%					1427	14+24.03	48.47	872.27
1424	1425	Landing/Turning Space	4	4.00	-0.06	-0.02	0.1% to 2.0%					1428	14+19.03	48.45	872.27
1425	1426	Ramp Running Slope	6	12.00	-0.78	-0.07	0.5% to 8.3%					1429	14+26.94	41.46	872.27
												1430	14+23.40	37.93	872.27
												1431	14+33.94	38.51	872.27
												1432	14+33.90	33.51	872.27

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 08/31/2022
PROJECT NO: 1213650
FIELD BOOK: —
CLIENT NO: 1058

SIDEWALK PLAN

S.05

CONTRACT DOCUMENTS

SOUTH STREET AND WEST 9TH STREET MINI-ROUNDABOUT
Waterloo, Iowa
Black Hawk County

Iowa DOT Project Number: CS-TSF-8155(777)--85-07
City Project Number TOF 297

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I- NOTICE OF PUBLIC HEARING AND NOTICE TO BIDDERS

NOTICE OF PUBLIC HEARING
On Specifications, Form of
Contract, and Estimate of Cost

NOTICE TO BIDDERS
For the Taking of Bids for

SOUTH STREET AND WEST 9TH STREET MINI-ROUNDABOUT

RECEIVING OF BIDS

City of Waterloo is accepting sealed bids for construction of the **SOUTH STREET AND WEST 9TH STREET MINI-ROUNDABOUT**. Sealed bids will be received by the City Clerk at City Hall, 715 Mulberry St, Waterloo, IA 50703 until **November 3, 2022, at 1:00 p.m.** Project detail documents are now on file in the office of the City Clerk. City of Waterloo will issue tax exempt certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for this project free of sales tax.

PUBLIC HEARING

The City Council will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost at **5:30 p.m. on November 7, 2022**, in the Council Chambers in the City Hall. You may appear and make objection there to with the City Clerk before the date set for said hearing or appear and make objection thereto at the hearing.

Proposals will be opened and read aloud in the Waterloo City Clerk's Office in the City Hall, on **November 3, 2022, at 1:00 p.m.** The bids will be acted upon on a later date after the proposals have been reviewed and approved.

The project involves the construction of a mini roundabout at the intersection of South Street and W. 9th Street.

The prior proceedings of the City Council referring to the project and the Contract Documents are hereby made a part of this notice and shall be an integral part of the contract to be awarded. Contract Documents means the collection of all the documents prepared for and used while advertising and awarding the contract such as Plans, Standard Specifications, Special Provisions, Form of Contract, Form of Bid, General Conditions of Contract, and all other forms and documents. A performance bond will be required before a contract is awarded.

A contract will be awarded to the qualified bidder submitting the most favorable bid considering price among other factors. The City reserves the right to reject any or all bids, re-advertise, waive informalities, and consider proposals along with the bid price. Bids may be held by the City for 30 days from the day of the opening of bids prior to awarding the contract. No federal funds are involved.

There is a 5% TSB goal.

The required completion date for the project is **September 30, 2023.** Liquidated damages will be charged in the amount of $200 per day.

A 5% bid security shall accompany the bid in a separate envelope.

CITY OF WATERLOO, IOWA

LeAnne Even

City Clerk

II- INSTRUCTION TO BIDDERS

1- Two separate envelopes are expected marked as “Bid Proposal” and “Bid Security”. All envelopes should be inside a larger envelope marked with the name of project and the bidder’s name. The TSB PRE-BID CONTACT INFORMATION FORM should be contained inside the Bid Proposal envelope.

2- Do not include items that will be done by the City of Waterloo as part of your bid. These items are:
Items by City:
- CONSTRUCTION SURVEY

3- Bid Security may be in the form of Bid Bond, Cashier’s Check, Money Order, or bidder’s own established business checking account draft.

4- Alternative Performance Bond forms may be acceptable subject to review and prior approval by the City.

III- FORM OF BID

SOUTH STREET AND WEST 9TH STREET MINI-ROUNDABOUT
Iowa DOT Project Number: CS-TSF-8155(777)—85-07
City Project Number TOF-297
CITY OF WATERLOO, IOWA

Honorable Mayor and City Council, Waterloo, Iowa

The undersigned, being a Corporation existing under the laws of the State of_____, a Partnership consisting of the following partners:_____, having familiarized (himself) (themselves) (itself) with the plans and specifications as well as all other contract documents listed in the Table of Contents and Addenda (if any), now on file in the office of the City Clerk, City Hall, Waterloo, Iowa, proposes to construct and build SOUTH STREET AND WEST 9TH STREET MINI-ROUNDABOUT, all in accordance with the above-listed documents for the prices listed below:

ITEM NO.	ITEM CODE	DESCRIPTION	UNITS	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	2010-A-0	Clearing and Grubbing	UNIT	184		
2	2010-D-3	Topsoil, Offsite	CY	112		
3	2010-E-0	Excavation, Class 10	CY	500		
4	2010-G-0	Subgrade Preparation, 12"	SY	2835		
5	2010-H-0	Subgrade Treatment, Geogrid	SY	2439		
6	2010-I-0	Subbase, Modified, 6"	SY	2439		
7	4020-A-1	Storm Sewer, Trenched, RCP Class III, 15"	LF	186		
8	4020-A-1	Storm Sewer, Trenched, RCP Class III, 18"	LF	64		
9	4020-D-0	Removal of Storm Sewer, RCP, 30" or Less	LF	177		
10	4040-A-0	Subdrain, HDPE, 6"	LF	702		
11	4040-D-0	Subdrain Outlets and Connections, HDPE, 6”	EA	16		
12	5020-G-0	Valve Box Replacement	EA	5		
13	5020-C-0	Fire Hydrant Assembly	EA	1		
14	5020-G-0	Utility Adjustment	EA	1		
15	5020-I-0	Fire Hydrant Assembly Removal	EA	1		
16	6010-A-0	Manhole, SW-401, 48"	EA	2		
17	6010-B-0	Intake, SW-501	EA	1		

18	6010-B-1	Intake, SW-505	EA	4		
19	6010-E-0	Manhole Adjustment, Minor	EA	2		
20	6010-H-0	Remove Manhole	EA	3		
21	6010-H-0	Remove Intake	EA	4		
22	7010-A-0	Pavement, PCC, 9"	SY	1733		
23	7010-A-1	Pavement, Colored PCC, 9"	SY	648		
24	7010-I-0	PCC Pavement Samples and Testing	LS	1		
25	7020-B-0	Pavement, HMA, 9”	SY	58		
26	7030-A-0	Removal of Sidewalk / Shared Use Path	SY	325		
27	7030-A-0	Removal of Driveway	SY	105		
28	7030-E-0	Sidewalk, PCC, 4"	SY	172		
29	7030-E-0	Sidewalk, PCC, 6”	SY	145		
30	7030-G-0	Detectable Warning	SF	128		
31	7030-H-1	Driveway, Paved, PCC, 6"	SY	80		
32	7040-H-0	Pavement Removal	SY	1710		
33	8020-C-0	Painted Pavement Markings, Durable	STA	10		
34	8020-E-0	Permanent Tape Markings	STA	2		
35	8030-A-0	Temporary Traffic Control	LS	1		
36	8040-A-0	Type A Sign, Sheet Aluminum	SF	166		
37	8040-B-0	Steel 2" X 2" Perforated 14-Gauge Square Tubing Post	LF	240		
38	8040-C-0	Removal of Signs and Posts	EA	5		
39	9010-B-0	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1	AC	0.14		
40	9010-D-0	Watering	MGAL	21		
41	9040-D-1	Filter Sock, 9"	LF	636		
42	9040-D-2	Filter Sock, Removal	LF	636		
43	9040-T-1	Inlet Protection Device, Filter Sock	EA	5		
44	9040-T-2	Inlet Protection Device, Maintenance	EA	5		
45	9085-SP-1	Removal and Reinstallation of Bench	LS	1		
46	9090-SP-1	Roadway Lighting	EA	1		

47	11,010-B	Monument Preservation and Replacement	LS	1		
48	11,020-A	Mobilization	LS	1		
49	11,050-A-0	Concrete Washout	LS	1		
					TOTAL BID	

Total Bid Price in Writing: _____ Dollars

Total Bid Price: $_____ (numbers)

1. In submitting this bid, the bidder understands that the right is reserved by the City of Waterloo, Iowa, to reject any or all bids. If notice of the acceptance of this bid is mailed, emailed, faxed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form within ten (10) days after the agreement is presented to him.
2. The bidder has received the following Addendum or Addenda:
   i. Addendum No. _____ Date _____
3. The City reserves the right to reduce project size prior to the award of a contract due to budgetary limitations.
4. The City reserves the right to select a bid that is most advantageous to the City, price included.

_____

(Name of Bidder) (Date)

BY:_____ Title_____

Official Address: (Including Zip Code):

_____

_____

I.R.S. No. _____

IV- NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF)
) SS
COUNTY OF)

_____, being first duly sworn, deposes and says that:

(1) He is_____ of
(2)
_____
(Owner, Partner, Office Representative, Agent, Other (explain)
_____, the Bidder that has submitted the attached bid.
(3) He is fully responsible for the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid.
(4) Such Bid is genuine and is not a collusive or sham Bid.
(5) Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees, or parties in interest including this affiant, nor any employee or official of the City of Waterloo, Iowa, or the Owner of the property interested in the proposed contract.
(6) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employers, or parties in interest including this affiant, or by any employee or official of the City of Waterloo, Iowa.

Signed: _____

Title: _____

Subscribed and sworn to me by _____ before me this ___ day of _____, 2022.

_____

Notary Public in and for _____ County, Iowa.

V- BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as principal, and _____, as surety we held and firmly bound unto the CITY OF WATERLOO, Iowa. In the penal sum _____Dollars ($ _____), lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated the _____day of_____2022, for the South Street and West 9th Street Mini-Roundabout Project (Iowa DOT Project No. CS-TSF-8155(777)—85-07.

NOW, THEREFORE,

(a) If said bid shall be rejected, or in the alternate.
(b) If said bid shall be accepted and the principal shall execute and deliver a contract in the form specified and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the city in liquidation of damages sustained if the principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The surety, for value received, hereby stipulates, and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extension of the time within which the city may accept such bid or execute such contract; and said surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the principal and the surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate officers this _____ day of _____, A.D. 2022.

_____(Seal)
Principal

_____ By _____(Title)
Witness

_____(Seal)
Surety

_____ By _____
Witness Attorney-in-Fact

VI- PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

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

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held, and firmly bound unto:

City of Waterloo, Iowa
(Name of Owner)
715 Mulberry Street, Waterloo, Iowa 50703
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
($_____) 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 a certain contract with the OWNER, dated this _____ day of _____, 2022, a copy of which is hereto attached and made a part hereof for the construction of:

SOUTH STREET AND WEST 9TH STREET MINI-ROUNDABOUT
Waterloo, Iowa

Now, therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the two (2) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, 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 WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway 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 the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2022.

ATTEST:

_____
Principal

_____ By_____(s)
(Principal) Secretary

(SEAL)

_____

_____
(Address)

_____
(Witness as to Principal)

_____

_____
(Address)

ATTEST:

_____ _____(s)
(Surety) Secretary Surety

(SEAL)

_____ By_____
Witness as to Surety Attorney-in-Fact

_____ _____

_____ _____
(Address) (Address)

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

VII- TARGETED SMALL BUSINESS (TSB) AFFIRMATIVE ACTION CONTRACTOR'S RESPONSIBILITIES ON NON-FEDERAL-AID PROJECTS (THIRD-PARTY STATE-ASSISTED PROJECTS)

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(5), which is 51% or more owned, operated and actively managed by one or more women, minority persons or persons with a disability. Generally, this is a for-profit small business enterprise under single management, is located in Iowa and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7 and 541 Iowa Administrative Code Chapter 4. These requirements supersede all existing TSB regulations, orders, circulars, and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: https://www.iowaeda.microsoftcrmportals.com/tsb-search
Phone: 515-725-4805

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:
It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g., suppliers, manufactures and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTOR SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractor's affirmative action responsibilities. This person shall have the necessary statistics, funding, authority, and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing, and implementing the program on a day-to-day basis. The officer shall also:

A. For current TSB information, contact the Iowa Department of Inspections and Appeals (515-281-7102) to identify potential material suppliers, manufactures and contractors.

B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.

C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are to be submitted. Maintain complete records of negotiation efforts.

D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.

E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.

F. Require all subcontractors and material suppliers to comply with all contracts equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work, or other commercially useful function.

A. The bidder may count:

(1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
(2) Work to be subcontracted to a TSB; or
(3) Any other commercially useful function.

B. The contractor may count:

(1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
(2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
(3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
(4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from the prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

(1) Name(s) of the TSB(s) contacted regarding subcontractable items.
(2) Date of the contract.
(3) Whether or not a TSB bid/quotation was received.
(4) Whether or not the TSB's bid/quotation was used.
(5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes from TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre-bid Contact Information form.

C. Contractors NOT Using Quotes from TSBs

If there are no TSBs listed on the Pre-bid Contract Information form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

(1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
(2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
(3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
(4) Were initial solicitations of interested TSBs followed up?
(5) Were TSBs provided with adequate information about the plans, specifications, and requirements of the contract?
(6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
(7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
(8) Were services used of minority community organization, minority contractor's groups; local, State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Department of Inspections and Appeals.

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with Section 7C. of this document prior to the contract award.

9. PRE-BID CONTACT INFORMATION

Bidders must submit this form with their bid. If there are no TSB subcontractors submit the form anyway and write on it none-contacted, non-available, etc.

Form 730007WP 7-9
Contractor _____ Page#_____

Project# _____

County _____

City _____

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

(To Be Completed by All Bidders per the Current Contract Provision)

For your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will decide as to whether the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project $_____

List items by name to be subcontracted:

VIII- SPECIFICATIONS

CITY OF WATERLOO SPECIFICATIONS

A. GENERAL

1. Scope

These Specifications cover the work described in the contract documents. It covers furnishing all labor, equipment, and materials, and performing all required operations to complete the work as per contract documents and to provide the construction of a mini roundabout at the intersection of South Street and W 9th Street, including PCC concrete pavement, sidewalks, pavement markings, electrical installation, storm sewer, sanitary sewer, removals, intakes, and manholes. Unless otherwise modified by these Specifications, and Special Provisions, if any, all work including equipment, material and installation shall be in accordance with the appropriate Iowa DOT standard and supplemental specifications. Where reference is made to the codes, standard specifications, supplemental specifications, the safety orders, the general orders, the standards, laws, and ordinances, it shall mean the version of the reference that is in effect on the bid advertising date.

2. Definitions

Terms used in this document shall have the meanings defined below:

- Specifications means this document titled, "CITY OF WATERLOO SPECIFICATIONS"
- Iowa DOT means the Iowa Department of Transportation.
- City means City of Waterloo, Iowa, or its representatives.
- WTOD means City of Waterloo Traffic Operations Department.
- Punch List means a list of items that need to be corrected by the Contractor on the project before the final acceptance can be made.
- Response Time means the elapsed time from when the Contractor is given a notice to take certain actions to the time the Contractor starts the action.
- Contractor means the Contractor and/or Contractor's representatives and sub- contractors.
- LED means light emitting diode.
- Contract Documents means the collection of all the documents prepared for and used while advertising and awarding the contract such as Plans, Specifications, Special Provisions, Form of Contract, Form of Bid, and all other forms and documents.

3. Related Specifications and Standards

The Contractor shall comply with all the standards listed below unless otherwise modified by Contract Documents or Special Provisions:

- ANSI (American National Standards Institute) Standards.
- ASTM (American Society for Testing Materials) Standards.
- Iowa DOT Standard Specifications for Highway and Bridge Construction, and All Current Supplemental Specifications, in Particular Sections 2402, 2403, 2404, and 2405. 2408, 2423, 4187, and Division 26.
- ITE (Institute of Transportation Engineers) Standards.
- MUTCD - Iowa Manual on Uniform Traffic Control Devices.
- National Electrical Code.

- National Electrical Safety Code.
- NEMA (National Electrical Manufacturers Association) Standards.
- Specifications of the Underwriters Laboratories, Inc.
- All pertinent local, state, and federal laws and regulations covering installation, material, design, construction, and operation.

The Contractor shall notify WTOD in writing of any discrepancy or ambiguity as to the intent or meaning of the Contract Documents or Signalization Specification before starting to work on that area. WTOD will supply the Contractor in writing with the intent. The decision of WTOD shall be final and conclusive.

B. MATERIALS AND CONSTRUCTION

The contract work shall comply with the applicable requirements of the Iowa DOT's Standard Specifications for Highway and Bridge Construction and current supplements, in particular the following parts:

Section 2423: Support Structures for Highway Signs, Luminaires, and Traffic Signals

Division 21: Earthwork, Subgrades, and Subbases (2101 to 2128)

Division 23: Surface Courses (2301 to 2320)

Division 24: Structures (2401 to 2436)

Division 25: Miscellaneous Construction (2501 to 2555)

Division 26: Roadside Development (2601 to 2612)

Division 41: Construction Materials (4100 to 4196)

Materials shall be of new stock unless the plans provide for the relocation, or the use of materials furnished by others. New materials shall be the products of approved suppliers and manufacturers, approved by the Engineer. Miscellaneous electrical equipment and materials shall be UL approved.

1. Electrical

Weatherproof connectors shall be used.

All termination shall offer a secure connection and be secure to the cable conductors. It shall not pull off the cable when gently tugged. The connection shall not rely on tape to secure it to the cable jacket to prevent it from coming apart.

The correct tools shall be used to crimp the terminal connections. Using the wrong size of crimping die which produces a weak, non-uniform crimp which produces a short-term installation is not acceptable.

Service Installation. (Traffic Signal and Lighting): The Contractor shall supply and install a 2-inch Schedule 80 PVC conduit to the source of power either to the transformer or up the power pole with a weather head connector as required by the power company supplied by the Contractor. The size of the service conductors shall be 3/c No. 3 AWG stranded conductor. The Contractor will be responsible for coordination of this work with the power company and for payment of connection fees, if any. The address of the source of power will be provided at the time of construction.

Cables shall be pulled through conduit by means of a cable grip designed to provide a firm hold upon the exterior covering of the cable or cables, with a minimum of dragging on the ground or pavement. This shall be accomplished by means of reels mounted on jacks or rollers and other suitable devices. A suitable wire lubricant shall be used to reduce friction and strain on wires or cables.

Service cable runs shall be continuous from the power line located on the service pole to the meter located on the controller cabinet or from the meter located on the service pole to the terminal compartment in the

controller, whichever is applicable. The service riser shall be topped by standard weather head or otherwise replaced with "U" Guard.

Clearances to the overhead utilities shall be specified by the serving utility. The power company will furnish the electrical meter. The Contractor shall supply the service cabinet. All work shall be in accordance with Iowa DOT Specification 2525 of the Standard Specifications and the MUTCD.

A uniform systematic color code shall be used.

All wiring shall comply with the National Electrical Code and City Ordinance and shall be subject to the inspection of WTOD.

All wire shall be plainly marked on the outside of the sheath with the manufacturer's name and identification of the type of the cable.

2. Bonding and Grounding

Metal conduit, service equipment, anchor bolts, metal poles, pedestals, controller cabinets, and all other electrical equipment shall be made mechanically and electrically secure to from a continuous system and shall be effectively grounded. The grounding conductor shall be a No. 6 AWG stranded green copper wire.

Grounding bar shall be accomplished by bonding the grounding circuits to copper clad metal, driven electrodes. All electrodes shall be, as a minimum, 5/8 inches in diameter and 8-foot-long copper clad. The electrodes shall be driven vertically until the top of the rod is a minimum of 4 inches below grade. Bonding to the ground rod shall be made by means of suitable screw type positive ground rod clamps. Grounding to waterlines will not be permitted.

Bonding of standards and pedestals shall be by means of a bonding strap attached to an anchor bolt or to 1 3/16-inch, or longer, brass, or bronze bolt installed in the pole base.

The service meter and socket shall be bonded to a ground electrode by use of a ground clamp and a No. 6 AWG copper wire and shall be by means of cadmium plated grounding bushing and bonding jumpers. Where there is a change at a pull box or manhole for non- metallic conduit to metallic conduit, the grounding wire in the non-metallic conduit shall be bonded to the metallic conduit.

Existing ungrounded metal poles shall be grounded by means of a driven ground rod.

3. Cables and Wires

Luminaire Conductors: Conductors shall consist of type THWN, 600 volt, and single conductor copper stranded wires, which run continuously between poles. Conductors shall meet the requirements of Section 4185.12 of the Iowa DOT Standards Specifications and shall be of the size and number shown on the plans.

4. Conduit

All conduits shall be Schedule 80 Poly Vinyl Chloride (PVC) when placed under paved surfaces and Schedule 40 elsewhere.

The number and size of conduit shall be as specified on the plans.

PVC conduits shall be rigid polyvinyl chloride meeting the requirements of NEMA TC-2, Type 2, and applicable UL standards.

Conduit buried in open trenches shall be placed a minimum of 18 inches deep and shall extend a minimum

of 3 feet 6 inches from the back of curb unless otherwise directed by the Engineer. Open trench methods of placing conduit will be permitted except where the conduit is to be placed under existing pavement. Conduit in pavement areas shall be placed to a minimum depth of 24 inches below the finished pavement surface or as directed by the Engineer.

The backfill materials from the placement of conduit in open trenches shall be deposited in the trench in layers not to exceed 6 inches in depth and each layer shall be thoroughly compacted before the next layer is placed. All cinders, broken concrete, or other hard abrasive materials shall be moved and shall not be used in the backfill material. All surplus material shall be removed from the public right-of-way and properlydisposed

Whenever excavation is made across parkways, driveways or sodded areas, the sod, topsoil, crushed stone, or gravel shall be replaced or restored as nearly as possible to its original grade and the grade involved shall be left in a neat and presentable condition.

Concrete sidewalks, pavements, base courses, and bituminous surfaces shall be replaced with new materials.

Underground conduits shall be laid at a distance of at least 6 inches from any water line or other utility line.

When the plans require the conduit be placed without disturbing the existing pavement, the term "pushed" is used. Pushed conduit shall be placed by jacking, pushing, boring or any other means necessary to place the conduit without cutting or removing pavement. The size of a bored hole shall not exceed the outside diameter of the conduit, which is to be placed. Tunneling under the pavement or water jetting will not be permitted. Pits for boring shall not be closer than 2 feet to the back of curb unless otherwise directed by the Engineer. Conduits shall be Schedule 80 PVC unless otherwise shown on theplans.

When it is impractical to push the conduit under pavement due to unanticipated obstructions, the Contractor may, with the Engineer's permission, cut the existing pavement.

Where conduit is to be placed by trenching methods under existing asphaltic pavement, an 8-inch wide by 18-inch-deep trench shall be opened along neat lines. The trench shall be backfilled with crushed stone, acceptable to the Engineer, filled with Class M high-early strength concrete to within 4 inches of the surface level. The concrete shall be allowed to set for a minimum of 48 hours without being exposed to traffic. The final 4 inches of backfill shall be a hot bituminous concrete plant mix acceptable to theEngineer.

A polyethylene pull rope shall be installed in all conduits, which is identified on the plans for future use. At least 2 feet of pull rope shall be doubled back into the conduit at each termination.

Conduit shall be laid to drain and 1-inch drains with crushed stone sumps shall be installed as shown on the plans and at all low points.

The backfill shall be mechanically compacted in 6-inch layers to a density equal to that of the surrounding material. Conduit shall be connected to existing and new light bases and junction boxes. All required fittings shall be furnished and installed by the Contractor to provide a continuous, enclosed conduit system between poles. Conduit under pavement and driveways shall be rigid steel conduit or PVC Schedule 80, Type 2, in accordance with Iowa DOT Specification Section 4185.10 of the Standard Specifications. All trenches shall be backfilled with material containing no broken pieces of concrete or asphalt, stone, brick, wood, or other unsuitable material including nested clods.

All conductors and wiring shall be furnished as new material and installed by the Contractor and shall conform to Iowa DOT Specification 2525 of the Standard Specifications.

Conduit not under pavement or driveways shall be Schedule 40 PVC.

All unused conduits, whether for future use or for later use in the project, shall be capped.

All conduits shall be sloped to drain toward the nearest handhole, and if this should prove to be impractical, then a conduit drain shall be provided with crushed stone drainage sumps at all low points, as detailed in the plans for traffic signal bases. A permeable membrane to keep sand from washing back into the conduit shall be installed at the conduit drain.

5. Luminaires

Unless otherwise shown or modified on the plans, the luminaires shall meet the requirements listed under this section.

Luminaires shall be Philips Lumec RFM-108W32LED4K-T R3M DMG RCD PH9 BK, Acuity Brands ATB2-40BLEDE70-MVOLT-R3-BK or equivalent meeting the following requirements:

- LED 120-277 Multi-Tap
- Type III Light Distribution
- Photocell Receptacle (Empty)
- 100-130 Lumens Per Watt
- 4000K Light Temperature
- Lights Shall Not Require Separate Power Supply or Driver
- Shall be Finished to Meet Pole Color
- Minimum 50,000 Hours at 70% Lumen Maintenance Luminaire shall be finished to match color and style of pole.

Supplier shall provide a catalog cut sheet of luminaire for review by WTOD prior to acceptance.

Luminaires shall be installed for operation on 240-volt AC, single-phase, 60 Hz.

Each luminaire shall be complete with EEI-NEMA Standard through terminal polarized, twist-lock type photoelectric control receptacle with shorting caps on all luminaires. Photoelectric control for the intersection shall be installed in the controller cabinet.

Where a photocell is to be installed, the Contractor shall verify that the luminaire photocell is operational prior to installation.

Individual luminaires shall be provided with molded in-line fuse connector within the mast arm pole base and be sized to fit the conductors. Fuses shall be 10-ampere cartridge type. The neutral conductor shall not be fused.

Streetlight connectors shall be used for all luminaire cable connections. Split bolts shall not be used.

The photoelectric control turning “ON” and “OFF” roadway luminaires shall be in accordance with the following:

- The photoelectric controls shall be of a solid-state crystal sensing type with an inverted turn-on and turn-off design and shall meet the design and quality requirements specified in the current acceptable standards to ANSI C136.10. The device shall have surge protection conforming to the requirements in the current acceptable surge protection ANSI standards.
- The voltage rating of the control device shall be multi-voltage operating properly over the input

voltage range of 105 to 285 volts, 50-60 Hz, alternating current with no change in the turn-on and turn-off foot-candle values, and a maximum total drift of not more than 1 percent over 10 years.

- The control device shall have a minimum 30-second time delay to eliminate false operation due to lightning or stray passing lights, shall provide fail-safe operation (the light supply shall remain "ON" if the control circuit fails), and shall be equipped with an arrester for built-in transient surge protection.

- The "TURN ON" level of the control device shall be 3.0 foot-candles at the appropriate voltage; the "TURN OFF" level of the control device 60 percent of the turn-on value.

- An "ON-OFF" switch shall be provided inside each controller cabinet that controls power to all lighting circuits at that intersection.

Salvaged Materials

All existing materials and equipment not listed in the Specifications, and which are not being incorporated into the final project shall be salvaged by the Contractor and stockpiled on the project site for pick up by WTOD personnel. Such items will remain the property of the City. Contractor may be allowed to deliver the salvaged equipment and materials to the City, but prior authorization and coordination is required. Existing equipment and materials to be removed and salvaged, if present, include:

None.

C. METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The "Mini-Roundabout" work includes all work as detailed on the plans, and described in this Specifications. All bid items will be measured and paid individually.

Compensation to the Contractor for all work covered by this Specifications shall be made at the Contract price for the Mini-Roundabout construction, complete, in place, and operating.

IX- SPECIAL PROVISIONS

The SUDAS Standard Specifications and Details are applicable to this project. The purpose of this section is to revise, identify, add, and/or clarify conditions relating to specific bid items on this project.

Modify SUDAS Standard Specifications as follows:

Section 7010: Portland Cement Concrete Pavement

PART 1 – GENERAL

1.03 Submittals

A. Submit sample chip set for color additives. Pigments for colored concrete shall conform to ASTM C979.

1.05 Delivery, Storage, Handling and Salvaging

F. Color Additive: Deliver, store and handle in accordance with manufacturer's instructions.

1.08 Measurement and Payment

N. PCC Pavement, Colored:
   1. Measurement: Measurement will be in square yards for each different thickness of PCC Pavement, Colored. The Area of Manholes, intakes or other fixtures in the pavement will not be deduced from the measured pavement area.
   2. Payment: Payment will be at the unit price per square yard for each thickness of PCC Pavement, Colored.
   3. Includes: Unit price includes, but is not limited to, color additive, final trimming of subgrade or subbase, bars and reinforcement, joints and sealing, surface curing and pavement protection, safety fencing, concrete for rigid headers, boxouts for fixtures, and pavement smoothness testing.

PART 2 – PRODUCTS

2.01 Materials

G. Admixtures
   1. Color Additives
      a. Manufacturer shall be Davis Colors
         i. Phone: 800-356-4848 or 323-269-7311
         ii. E-mail: info@daviscolors.com
         iii. Web Site: www.daviscolors.com
         iv. Or Approved Equal
      b. Type: Concentrated pigments specially processed for mixing into concrete and complying with ASTM C979.
      c. Dispensing: Use Davis Colors Mix-Ready powdered color additives in pre-measured disintegrating bags at a rate of 2% of cement content (2 pounds (1 cu. ft.) of color additive per 94 pounds of cement content), or as recommended by manufacturer.
      d. Color shall match as shown in plans.

X- GENERAL CONDITIONS OF CONTRACT

A. Scope

1. This General Conditions of Contract, referred to here after as GCC, consist of the terms and condition under which the Contract is executed and shall govern the execution of the Contract. This GCC sets the terms of the Contract signed by the Contractor and the City of Waterloo unless otherwise modified by the ***Special Conditions of Contract (SCC)***. Under this GCC all traffic works as described in plans and other parts of the Contract Documents shall be complete, in place, ready to be used, and operative. The Contractors work covered by this GCC consists of furnishing all labor, equipment and materials and performing all required operations to complete the Contract works.

B. Inclusion of Documents

2. It is understood and agreed that this GCC is part of the Contract; also the resolution adopted by the City Council approving the construction of the improvement, the Notice to Bidders as published, the Instruction to Bidders, the Form of Proposal, the Performance Bond, the Council Proceedings relating to this matter, and the Plans and Specifications and all other documents contained in the Contract Documents shall all be considered as forming a part of the Contract the same as though they were each set out in said Contract.

C. Contractor's Responsibility

3. The Contractor agrees to perform the Contract work and install the improvements on the terms set out in the Contractor's bid or proposal to the City which has been accepted by the City and which is by reference made a part of this GCC.

4. The Contractor agrees to commence the work, subject of the Contract, within ten (10) working days after receipt of "Notice to Proceed" and complete it on or before ninety working days from the date of Notice to Proceed and any extension of time that is granted by the City.

5. Should the Contractor fail to complete said improvements in strict accordance with the terms and conditions of the Contact, 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.

6. Should any part of any intersection reconstruction of the mini-roundabout fail within the warranty period the Contractor shall correct the failure and deliver a working system. In the event of the failure or default of the Contractor to remedy any or all system failures due to defects in said work within the warranty period and starting from the date of its acceptance by said Council, and after having been given ten (10) day notice so to do by registered letter deposited in the United States Post Office, addressed to the Contractor at the address in the Contract Documents, then the City may proceed to remedy such defects. The costs and expenses thereof shall be the Contractor responsibility.

7. 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 the Contract, and of the plans, and Specifications made a part hereof by reference, and to the satisfaction and approval of the City and its Traffic Engineer.

8. 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/her agents, while work is done pursuant to this agreement.

9. 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.

10. 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. 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 representative.

11. Any material or equipment that 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 Engineer.

12. 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.

13. The Contractor agrees to pay punctually all just claims of labor, material, or subcontractors who shall perform labor or furnish materials entering 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 and material under the contract.

14. The Contractor agrees to furnish the City, simultaneously with the contract, a bond on a form to be provided by the City in the amount provided by law, which shall be for the benefit of the City, and all persons injured by the breach of any of the terms of the 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 the Contract.

15. The Contractor agrees that should it abandon work under the 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.

16. After the completion of said work, the Contractor agrees to remove all debris and cleanup said streets, and to save the City harmless from any damage allegedly resulting from a failure to cleanup and remove the debris or put the street back in a proper condition for travel. The Contractor shall thoroughly clean the site and restore it to a condition at least equal to that existing prior to construction.

17. The Contractor and/or his/her representative shall perform all work required and furnish all labor, materials, equipment, tools, transportation and supplies necessary to complete the work in accordance with the project plans and specifications. Should any misunderstanding arise as to the intent or meaning of the plans or specifications, the decision of the City shall be final and conclusive.

18. The Contractor is specifically assigned full responsibility for all work and equipment installed by the Contractor, either permanent or temporary, particularly traffic signals, from the time that the Contractor begins work until final acceptance. The Contractor shall thereafter have an individual on call. This individual shall have the training and equipment required to make all necessary repairs to eliminate any conditions adverse to public safety and should be able to restore any of the Contract's intersection traffic signal systems to safe operation. All costs associated with such repair and emergency control shall be borne by the Contractor except when caused by events beyond the Contractor's responsibility.

19. The Contractor shall notify the City Traffic Operations Department in writing after the construction is 100 percent completed. 100 percent complete shall mean all construction is finished and equipment installed, and the intersections can be open to traffic. Once this writing is received by the Traffic Operations Department, the City will then inspect the installation. A punch list will then be issued. All repairs and testing of the field equipment shall be done by the Contractor. The Contractor shall have complete records of the work performed while under construction, including as-built plans. Log-in sheets of the intersection where work is performed shall be maintained until completion and documents are turned over at 100% completion of job. Prior to the opening to traffic, the time and date of opening of the intersection to traffic shall be mutually agreed upon by the City and the Contractor.

D. Traffic Control

20. The Contractor and/or his/her representatives always shall conduct his/her operation in such a manner as to ensure the safety of the motorists, the pedestrian, and his/her own employees. The Contractor shall perform his/her work in such a manner and sequence as to always maintain vehicular and pedestrian traffic and to maintain access to adjacent private properties.

21. Where excavations occur in the sidewalks or other pedestrian-ways or adjacent areas the Contractor shall provide a safe and orderly pedestrian passage around the excavation area. The pedestrian passage shall not subject pedestrians to walk upon unsuitable or hazardous surfaces. Special consideration shall be given to areas used by people with disabilities particularly visually impaired persons.

22. At the end of each day's work and at all other times when construction operations are suspended, all work and other obstructions shall be removed from that portion of the roadway or sidewalk normally open for traffic.

23. The Iowa Department of Transportation specification for traffic controls applies. The Contractor shall furnish, install, and maintain all devices for directing, warning and re-routing traffic flow, including warning lights, barricades, and other devices necessary to adequately inform the motorists of unusual or unsafe conditions and guide him safely through the Contract work area.

E. Coordination with Utilities

24. The Contractor and/or his/her representative shall be responsible for determining the exact location and elevation of all public utilities in proximity to his/her construction work and shall conduct his/her activities such that the public utilities shall not be disturbed or damaged.

25. Liability. The Contractor shall be fully liable for all expenses incurred because of his/her failure to obtain required clearances, location of utilities, and any damage to the public utilities caused by his/her work and/or his/her representative.

F. Payments

26. 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 the 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 Bidders, 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 plus any approved change orders.

27. Progress payments to the Contractor will made based on pay estimates. Monthly estimates of the work performed on the project are made by the Engineer as the basis for progress payments to the Contractor. An invoice from the contractor shall not be the basis for payment. The contractor should submit an invoice based on what the contractor believes is the acceptable quality and quantity of work to be considered by the Engineer in preparing a pay estimate.

28. The City will keep 5% retainage from all payments to the contractor until the project is final accepted by Waterloo City Council at which time the Contractor shall submit a request for release of retainage to the Engineer. The Contractor may submit a request for release of retainage at the same time he/she submits a request for final acceptance of work.

29. Upon receipt of a final acceptance request from the Contractor the Engineer will process a final pay estimate. If the Contractor does not agree with the final amount, the Contractor has 60 days from the date of final acceptance of the project to contest the final pay estimate and provide the Engineer with evidence that the final pay estimate is not correct, otherwise the final pay estimate shall be considered approved and acceptable by the Contractor for full compensation for his/her work under the Contract.

30. Compensation to the Contractor for the mini-roundabout construction will be made at the Contract lump sum price for the construction, in place, and operating. No measurements or payment of individual construction items will be made except for purposes of progress payments. No direct payment will be made for any materials or work required to complete works for the mini-roundabout construction unless specifically provided for in the Contract Documents.

31. The bid item quantities may vary up to 20% at the Contract unit prices except for lump sum items and except when it causes the total Contract price to increase or decrease by more than 20%. Increase or decrease of more than 20% of the

bid quantities or total Contract price shall require City of Waterloo Council approval. Price changes due to quantity variation of more than 20% will be mutually agreed on by the Contractor and the City.

32. Variation in lump sum item costs shall be approved by the Engineer prior to performance of that work. Variation of more than 20% of a lump sum cost shall require City of Waterloo Council Approval.

XI- SPECIAL CONDITIONS OF CONTRACT

SOUTH STREET AND WEST 9TH STREET MINI-ROUNDABOUT

DOT Project Number: CS-TSF-8155(777)--85-07

City Project Number: TOF-297

The following conditions shall modify and prevail over the appropriate and/or corresponding conditions in General Conditions of Contract.

1. The Completion date for the project is **September 30, 2023**.
2. This contract has no specified working days; however, contractor shall have project completed by date specified above. Failure to complete contract by specified date will result in liquidated damages being assess at $200 per day.
3. This project is funded by an Iowa DOT grant. The Contractor understands that City must obtain prior Iowa DOTconcurrences and approvals to award a contract, process change orders, and make any other major changes or deviationsfrom the project as defined in the Contract Documents.

XII- CONTRACT

FOR THE CONSTRUCTION OF
SOUTH STREET AND WEST 9TH STREET MINI-ROUNDABOUT
DOT Project Number: CS-TSF-8155(777)--85-07
City Project Number: TOF-297

CITY OF WATERLOO, IOWA

This contract made and entered into this day of , 2022, by and between the City of Waterloo, Iowa, a Municipal Corporation, (hereinafter referred to as City), and

_____of_____, (hereinafter referred to as Contractor), WITNESSETH:

Contractor agrees to build and construct the SOUTH STREET AND WEST 9TH STREET MINI-ROUNDABOUT, 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.

Contractor understands, agrees with, and is bound by the terms of General Conditions of Contract and Special Conditions of Contract contained in the Contract Documents.

The total amount of the performance bond, based on the Contractor's total bid prices, and for which 100% surety bond is required is $_____.

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.

_____
Contractor

BY: _____

Title: _____

CITY OF WATERLOO, IOWA

_____
Mayor

Approved by the City Council of the City of Waterloo, Iowa, on _____, 2022.

ATTEST: _____, City Clerk, Waterloo, Iowa

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 9/23/2022

ATTACHMENTS:

	Description	Type
	Bid Specifications	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager
Recommended Action:	Approve Resolution
Summary Statement:	Skid Loader will be used at Waste Management.

Expenditure Required/Source of Funds: GO Bond

City of Waterloo
BID SPECIFICATIONS
TRACK SKID LOADER

Engine

- SHOULD BE DIESEL POWERED INTERNAL COMBUSTION ENGINE
- HORSEPOWER NO LESS THAN 90HP
- TIER 4 EMISSIONS COMPLIANT
- NO DPF OR REGENERATION
- ENGINE SHOULD BE TURBOCHARGED
- SHOULD HAVE A REVERSIBLE ENGINE COOLING FAN
- ENGINE SHOULD HAVE A STARTING AID (GLOW PLUGS OR INTAKE HEATER)

MACHINE

- UNIT SHOULD HAVE A SEALED CAB
- UNIT SHOULD HAVE RIDE CONTROL
- UNIT SHOULD HAVE AIR CONDITIONING AND HEATER
- UNIT SHOULD HAVE AN ADJUSTABLE SEAT WITH SUSPENSION
- UNIT SHOULD HAVE RUBBER TRACKS
- UNIT SHOULD COME WITH STANDARD HEAVY DUTY BUCKET THAT IS EQUAL TO MACHINES WIDTH OR WIDER

- TRACK TENSION SHOULD BE MAINTAINED WITHOUT SPECIAL TOOLS, USING JUST COMMON TOOLS LIKE A GREASE GUN AND COMMON WRENCHS
- UNIT SHOULD NOT EXCEED 78” OVERALL WIDTH WITHOUT ATTACHMENTS
- ALL FLUIDS SHOULD HAVE A SIGHT GLASS, DIP STICK OR OTHER SOURCE FOR EASE OF CHECKING
- UNIT SHOULD HAVE A FULL GAUGE CLUSTER AND AUTO SHUT-DOWN FOR WATER, OIL AND HYDRAULIC TEMPS
- OPERATING CAPACITY (50% OF TIPPING) OF NO LESS THAN 4400 LBS
- OPERATING WEIGHT OF NO LESS THAN 10,000 LBS
- OPERATING WEIGHT SHOULD NOT EXCEED 12,000 LBS
- SHOULD INCLUDE FORESTRY CAGING/SAFETY/PROTECTION GUARDS AND SCREENS INSTALLED
- REAR WEIGHT BRACKETS/HOLDERS
- WORK LIGHTS FRONT AND REAR OF UNIT
- DEALER INSTALLED FOUR CORNER AMBER LED STROBE LIGHTS
- REVERSE ALARM WITH REAR VIEW CAMERA
- SHOULD HAVE 2 SPEED OPERATION
- SHOULD PROVIDE CREEP SPEED CAPABILITY
- SHOULD HAVE SELECTABLE JOYSTICK CONTROLS
- UNIT SHOULD HAVE TIE DOWN POINTS FOR TRANSPORTATION
- UNIT NEEDS TO HAVE OPERATION MANUAL , SERVICE MANUAL AND ONE SPARE KEY IF REQUIRED TO OPERATE
- AM/FM RADIO WITH CONNECTIVITY

COOLING

- COOLANT TANK SHOULD BE VISIBLE FOR EASE OF CHECKING THE ANTI-FREEZE LEVEL
- COOLERS SHOULD BE CUBED OR FLAT PANEL DESIGN FOR EASE OF ACCESS FOR CLEAN OUT

HYDRAULICS

- UNIT SHOULD HAVE BOTH STANDARD AND HI-FLOW AUX HYDRAULICS
- HI-FLOW HYDRAULICS SHOULD BE NO LESS THAN 35 GPM
- HYDRAULIC PRESSURE SHOULD BE NO LESS THAN 3400 PSI
- UNIT SHOULD HAVE HYDRAULIC BUCKET POSITIONING CONTROL
- UNIT SHOULD HAVE PRESSURE BLEED/RELIEF FOR EASE OF CHANGING ATTACHMENTS
- UNIT SHOULD HAVE A QUICK RELEASE HANDS FREE FUNCTION FOR ATTACHMENTS

OTHER

- SUPPLIER MUST PROVIDE TRAINING ON OPERATION AND MAINTENACE OF MACHINE UNTIL CUSTOMER IS SATISFIED
- AN EXAMPLE OF THE SIZE OF UNIT WE ARE REQUESTING WOULD BE SIMILAR TO A JOHN DEERE 333G OR BOBCAT T770
- UNIT WILL ALSO NEED TO COME WITH A SECOND NON FORESTRY STANDARD AIR TIGHT GLASS ENTRY DOOR
- HEAVY DUTY QUICK ATTACH PALLET FORKS WITH MANUAL ADJUSTMENTS (Lifting capacity equal to machines ability)

BID OPTIONS (THREE DIFFERENT BID OPTIONS)

1) QUICK ATTACH 8’ SNOW PUSHER WITH BACKDRAG
2) QUICK ATTACH HEAVY DUTY INTEGRATED TOOTH BUCKET AT LEAST THE WIDTH OF THE MACHINE OR WIDER
3) QUICK ATTACH HEAVY DUTY GRAPPLE BUCKET AT LEAST 80”WIDTH

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 9/20/2022

ATTACHMENTS:

Description	Type
Demolition Plans	Backup Material
Demolition Specs	Backup Material
Demolition Proposal	Backup Material
Addendum #1	Backup Material
Bid Tabulation	Backup Material
Recommendation of Acceptance	Backup Material
Bonds	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Travis Nichols, Facilities/Project Manager
Recommended Action:	Approve award of bid

FY2023 GATES PARK POOL DEMOLITION

LETTING DATE
09/29/2022

CITY OF WATERLOO, IOWA
AECOM PROJECT # 60672429
CITY PROJECT # 1053
SEPTEMBER 2022

Refer to the Proposal Form for list of applicable specifications.

The 2022 Iowa SUDAS Standard Specifications plus applicable General Standard Specifications, Supplemental Specifications, and Special Provisions shall apply to construction work on this project.

This project is covered by the Iowa Department of Natural Resources NPDES General Permit No. 2. The contractor shall carry out the terms and conditions of General Permit No. 2 and the storm water pollution prevention plan which is a part of these contract documents. Refer to section 2602 of the Standard Specifications for additional information.



LOCATION MAP
NTS

DRAWING NO	TITLE
A.01	TITLE SHEET
B.01-B.02	TYPICAL DETAILS
C.01	ESTIMATED QUANTITIES, ESTIMATE REFERENCE INFO, AND TABULATIONS
D.01	PLAN SHEET LEGEND
D.02	PLAN SHEET - REMOVALS
D.03	PLAN SHEET - TREE REMOVALS
RC.1	POLLUTION PREVENTION PLAN
RR.01	EROSION CONTROL PLAN SHEETS

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811 Know what's below. Call before you dig.

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CITY OF WATERLOO

715 MULBERRY STREET
WATERLOO, IOWA 50703
319-291-4311

LICENSED PROFESSIONAL ENGINEER
MICHELLE M. SWEENEY
20830
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.

Michelle M. Sweeney 9/21/2022
Signature Date

MICHELLE M. SWEENEY
Printed or Typed Name

My license renewal date is December 31, 2023

Pages or sheets covered by this seal: A.1, B.1-2, C.1, D.01-03 RC.1, and RR.01

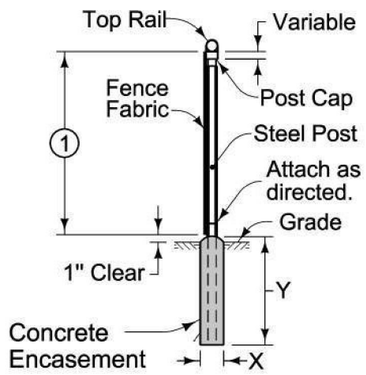
PREPARED BY

AECOM

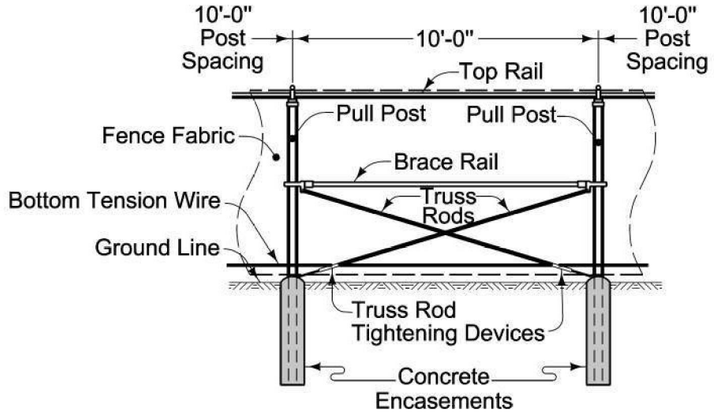
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$$USER$$
$$PEDate$$
$$REVDate$$
$$SAVEDate$$
$$SIGNDate$$



POST INSTALLATION



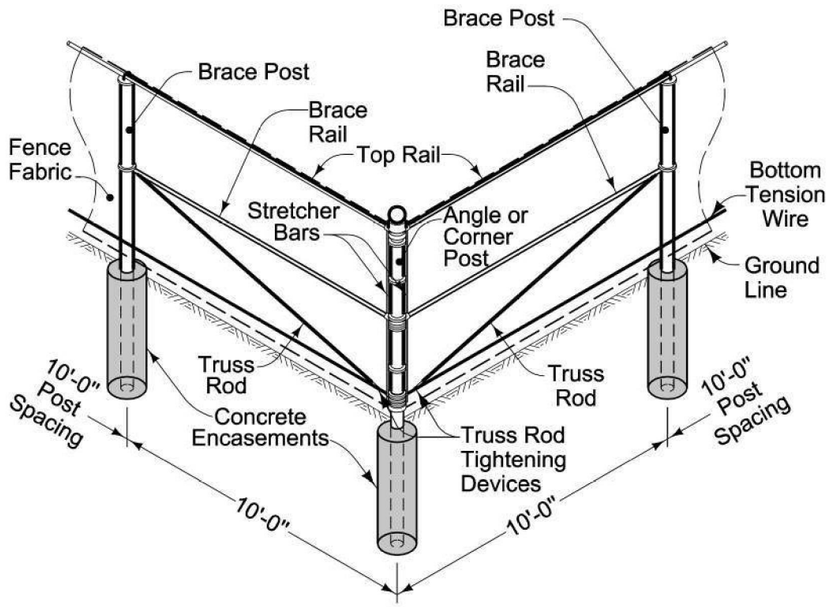
PULL POST INSTALLATION

Place fence fabric on roadway side of post. For certain curves, stream crossings, or other locations, the Contractor has the option to place fabric on the side of the post away from the roadway.

(1) Fabric width as specified in the contract documents.

(2) For fence heights greater than 8 feet, the depth of the fence post footing is 3 feet plus 3 inches for each 1 foot in height over 8 feet.

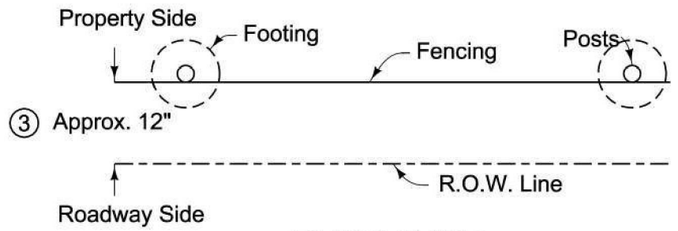
(3) Install the fence on the roadway side of the right-of-way when specified in the contract documents.



ANGLE OR CORNER POST INSTALLATION

FENCE POST FOOTING DEPTH AND DIAMETER

USE IN FENCE	FENCE HEIGHT					
	4'-0" and less		Over 4'-0" to 8'-0"		Over 8'-0"	
	X	Y	X	Y	X	Y
Line and Brace Posts	0'-8"	3'-0"	0'-10"	3'-0"	1'-0"	(2)
Terminal Post*	0'-10"	3'-0"	1'-0"	3'-0"	1'-4"	(2)
*Includes corner, angle, end, and pull posts.						



PLAN OF FENCE

SUDAS

SUDAS Standard Specifications

CHAIN LINK FENCE

REVISION
New 10-18-11

9060.101

SHEET 1 of 2

FIGURE 9060.101

SHEET 1 OF 2

1-INCH — VERIFY SCALE IF PLAN SHEET IS REDUCED

REV	DESCRIPTION	DRN	CHK	DATE

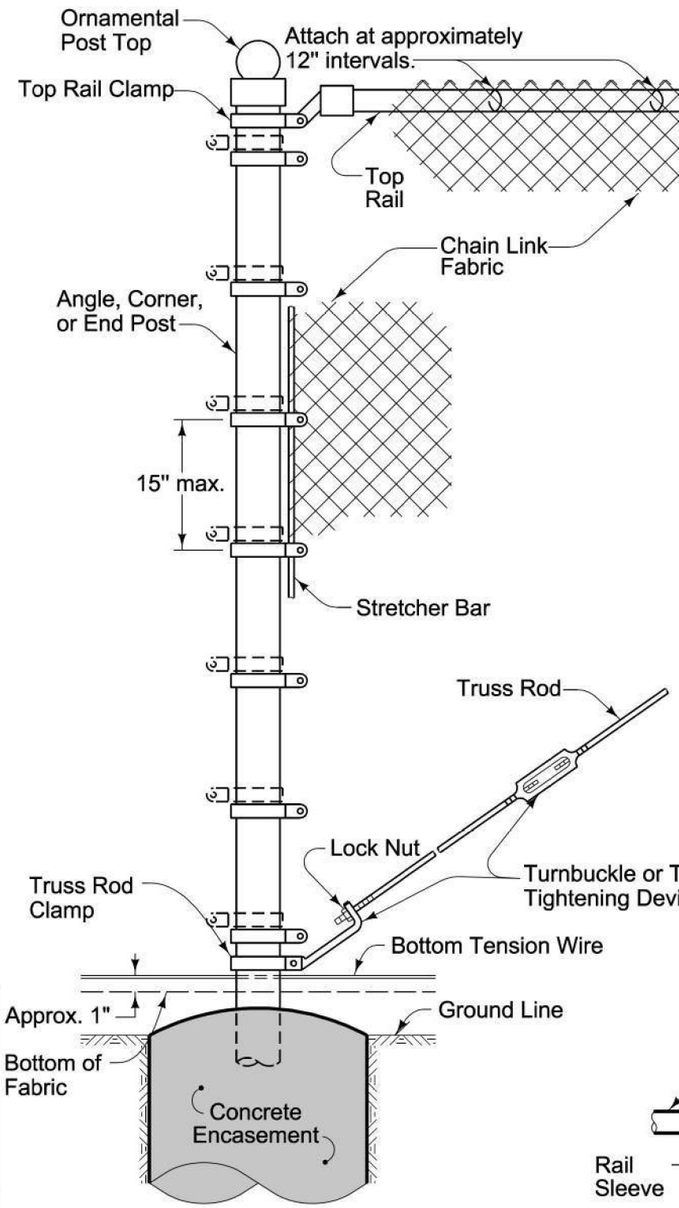
DRN | DES | CHK | APP

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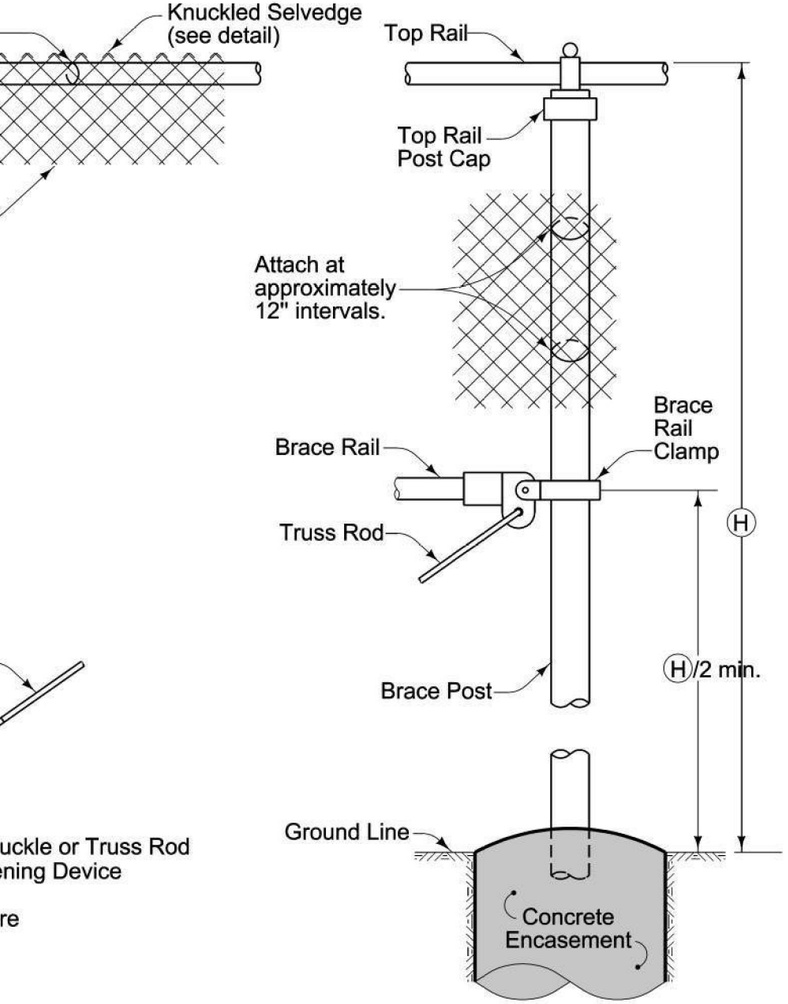
FY2023 Gates Park
Pool Demolition Plan
City of Waterloo, Iowa

Typical Details

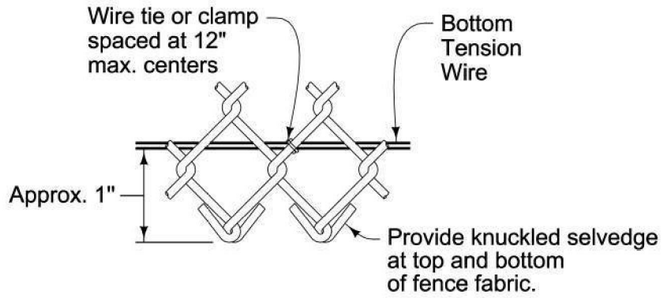
DATE SEPTEMBER 2022
PROJECT NO 60672429
FILENAME
SHEET NO
DRAWING NO B.01



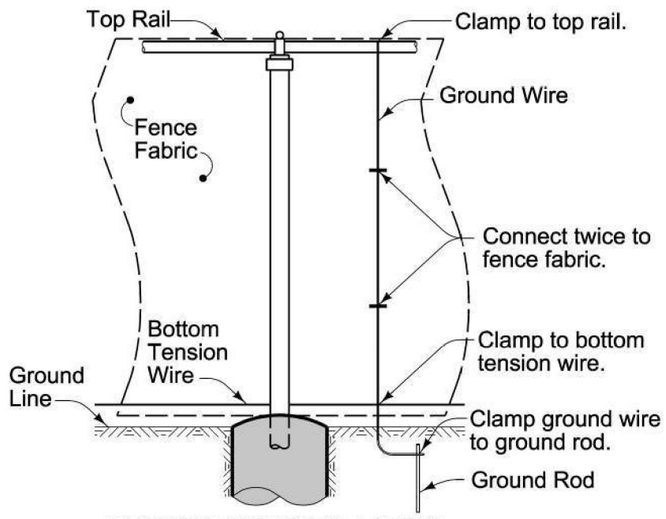
ANGLE, CORNER, OR END POST ASSEMBLY



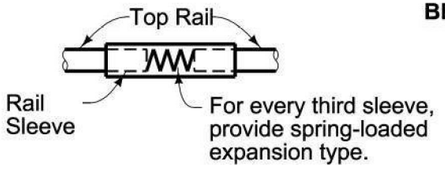
BRACE POST ASSEMBLY



BOTTOM TENSION WIRE AND KNUCKLED SELVEDGE



GROUND ROD INSTALLATION



RAIL SLEEVE

FIGURE 9060.101

SHEET 2 OF 2

SUDAS

REVISION: New 10-18-11

9060.101

SHEET 2 of 2

SUDAS Standard Specifications

CHAIN LINK FENCE

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FY2023 Gates Park
Pool Demolition Plan
City of Waterloo, Iowa

Typical Details

DATE SEPTEMBER 2022
PROJECT NO 60672429
FILENAME
SHEET NO
DRAWING NO B.02

100-1A
07-15-97

ESTIMATED PROJECT QUANTITIES
(1 DIVISION PROJECT)

Item No.	Item Code	Item	Unit	Total	As Built Qty.
1	9060-108-A	CHAIN LINK FENCE, 7'	LF	131.0	
2	9060-108-E	REMOVAL OF CHAIN LINK FENCE	LF	119.0	
3	10010-108-A	DEMOLITION WORK	LS	1.00	
		ALTERNATE BID ITEMS			
4	2010-108-B	CLEARING AND GRUBBING	ACRE	0.3	
5	4020-D	STORM SEWER REMOVAL	LF	20.0	
6	7040-H	PAVEMENT REMOVAL(POOL, ALUMINUM LINER, AND DECK)	SY	4203.2	
7	9010-108-B	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING (TYPE 4)	ACRE	0.62	
8	9040-115	SEDIMENT BASIN	EACH	1	
9	9010-108-B	WATERING	MGAL	100.00	

100-4A
10-29-02

ESTIMATE REFERENCE INFORMATION

Item No.	Item Code	Description
1	9060-108-A	CHAIN LINK FENCE, 7'
		SEE SHEET D.02 FOR LOCATION. THE CHAIN LINK FENCE SHALL MATCH THE EXISTING FENCE MATERIAL AND HEIGHT.
		FENCE SHALL CONNECT TO EXISTING FENCE LEAVING NO GAP BETWEEN EXISTING FENCE AND PROPOSED.
2	9060-108-E	REMOVAL OF CHAIN LINK FENCE
		THE REMOVAL LIMITS ARE SHOWN ON D.02. EXISTING PERIMETER FENCE SHALL REMAIN IN PLACE AND BE PROTECTED
		FROM DAMAGE.
3	10010-108-A	DEMOLITION WORK
		UNIT PRICE INCLUDES, BUT IS NOT LIMITED TO, REMOVAL OF TREES, BRUSH, VEGETATION, BUILDINGS, BUILDING
		MATERIALS, CONTENTS OF BUILDINGS, APPLIANCES, TRASH, RUBBISH, BASEMENT WALLS, FOUNDATIONS, FOOTINGS,
		SIDEWALKS AND STEPS FROM THE SITE; DISCONNECTION OF UTILITIES; TEMPORARY GRADING OF DISTURBED AREAS;
		PLACING AND REMOVING SAFETY FENCING; REMOVAL OF TANKS AND VAULTS; AND PAYMENT OF ANY PERMIT OR DISPOSAL
		FEES. UTILITIES SHALL INCLUDE GAS, ELECTRIC, COMMUNICATION, FIBER, SANITARY SEWER, WATER SERVICE, AND
		STORM SEWER. PRIVATE SERVICES SHALL BE COORDINATED WITH PROVIDERS. SANITARY SEWER SERVICES SHALL BE
		REMOVED AS SHOWN ON PLANS. WORK SHALL ALSO INCLUDE REMOVALS OF SLIDES, FOOTINGS, ASSOCIATED EQUIPMENT,
		PUMPS, VAULTS AND MANHOLES WITHIN THE FENCED AND HATCHED AREA. MINOR PAVEMENT REMOVAL MAY BE REQUIRED
		TO REMOVE VAULTS AND MANHOLE. THIS WORK AND THE FILLING OF VOIDS WHERE THE VAULTS AND MANHOLES WERE IS
		INCIDENTAL TO THE DEMOLITION WORK.
4	2010-108-B	CLEARING AND GRUBBING
		SEE D.03 FOR LIMITS
6	7040-H	PAVEMENT REMOVAL(POOL, ALUMINUM LINER, AND DECK)
		PAVEMENT REMOVAL INCLUDES THE ALUMINUM POOL LINER, POOL DECK, POOL WALLS AND FLOOR, AND ASSOCIATED POOL
		AND DECK DRAINS. CONTRACTOR IS ALLOWED TO SCRAP THE ALUMINUM LINER. PAVEMENT REMOVAL WORK INCLUDES
		MINOR GRADING TO THE POOL SITES TO SLOPE THE VERTICSAL WALLS TO A 1:1 SLOPE FOR SAFETY TO ELIMANTE
		VERTICAL FALL HAZARDS. THIS WORK SHALL BE INCIDENTAL TO THE PAVEMENT REMOVAL.
7	9010-108-B	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING
		DORMANT SEEDING WILL BE ALLOWED IF REQUIRED
9	9010-108-B	WATERING
		THIS TASK IS DONE AT THE CITY'S DISCRETION. ALL WATERING IS THE RESPOSIBILITY OF THE CONTRACTOR.

100-7
MODIFIED

FENCING

* Bid Item

Refer to MI-101, MI-102, MI-103, MI-104, 510-3, and 510-5

Location				Chain Link				
From		To		Fence		Gate		Remarks
Northing	Easting	Northing	Easting	Length* LF	Type	No.* EACH	Type	
3657218.29	5236855.14	3657197.14	5236940.65	88.0	84 IN.			
3656960.82	5236863.90	3656961.48	5236906.54	43.0	84 IN.			

100-08
04-17-18

REMOVAL OF FENCE

Removal of Field Fence is incidental to Clearing and Grubbing.

Location				Type	Length	Remarks
From		To				
Northing	Easting	Northing	Easting		LF	
36569+60.20	5236848.04	36569+40.69	5236848.58	Chain Link	20.0	
36569+40.69	5236848.58	36569+41.61	5236863.86	Chain Link	15.0	
36569+26.60	5236878.81	36569+06.20	5236879.11	Chain Link	20.0	
36569+09.20	5236879.11	36569+07.16	5236910	Chain Link	31.0	
36569+07.16	5236910	36569+39.61	5236907.81	Chain Link	33.0	

SURVEY SYMBOLS

- FHD Fire Hydrants
- TVP TV Pedestal
- Flg FLG Flag Poles
- BB Billboard
- SIGN SI Sign
- MM MM Mile Marker Post
- INB Storm Sewer Beehive Intake
- TEV Evergeen Tree
- TDC Tree Deciduous
- TFR Tree Fruit
- SHR Shrub
- PPA Power Pole Co. 1
- IN Storm Sewer Intake
- MH Utility Access (Manhole)
- TSG Traffic Signal
- OUT Tile Outlet
- TSL Traffic Signal and Luminare
- SIGN SL Speed Limit Sign
- GP GP Guard Post (Less Than 4 Posts)
- MIS Miscellaneous
- TP TPD Telephone Pedestal
- GV GV Gas Valve
- EB EB Electrical Box
- UB UB Utility Box
- WV WV Water Valve
- PR Electic Riser Pole
- LUM Luminaire
- CUL Culvert
- LIN Miscellaneous Line
- Tile TIL Tile Line
- GDL Guard Rail Steel
- ROC Rock Outcropping
- BLD Building or Foundation
- CON Concrete or A/C Slab
- CU Back of Curb
- GU Gutter In Front of Curb
- ENP Edge Paved Entrance & Park Lot
- SWK Sidewalk
- EP Edge of Paved Roads (ML or SR)
- ENT Centerline BL of Entrance
- SH Paved Shoulder
- SNP Unpaved Shoulder
- DU Centerline Draw or Stream (Up)
- BNK Stream Bank
- EG Edge of Gravel Road
- RIP Rip-Rap
- DIK Centerline of Dike or Dam
- TLNL Tree Line Left
- TLNR Tree Line Right
- FW Wire Fence
- FWD Wood Fence
- TDL Trafic Detection Loop
- HDG Hedge Row
- D Centerline Draw or Stream (Down)
- RET Retaining Walls

UTILITY LEGEND

- E1
- St.S.
- San.
- G
- FO
- W

PLAN VIEW COLOR LEGEND OF PLAN AND PROFILE SHEETS

LINEWORK	Design Color No.	
Green	(2)	Existing Topographic Features and Labels
Blue	(1)	Proposed Alignment, Stationing, Tic Marks, and Alignment Annotation
Magenta	(5)	Existing Utilities
SHADING	**Design Color No.**	
Yellow	(4)	Highlight for Critical Notes or Features
Red	(3)	Delineates Restricted Areas
Lavender	(9)	Temporary Pavement Shading
Gray, Light	(48)	Proposed Pavement Shading
Gray, Med	(80)	Proposed Granular Shading
Gray, Dark	(112)	Proposed Grade and Pave Shading "In conjunction with a paving project"
Brown, Light	(236)	Grading Shading
Tan	(8)	Proposed Sidewalk Shading
Blue, Light	(230)	Proposed Sidewalk Landing Shading
Pink	(11)	Proposed Sidewalk Ramp Shading

PROFILE VIEW COLOR LEGEND OF PLAN AND PROFILE SHEETS

LINEWORK	Design Color No.	
Green	(2)	Existing Ground Line Profile
Blue	(1)	Proposed Profile and Annotation
Magenta	(5)	Existing Utilities
Blue, Light	(230)	Proposed Ditch Grades, Left
Black	(0)	Proposed Ditch Grades, Median
Rust	(14)	Proposed Ditch Grades, Right

- Reference Point
- Station
- Survey Line
- Section Corner
- Ground Line Intercept
- Saw Cut
- Guardrail
- Trench Drain
- HighTension Cable Guardrail
- Sheet Pile
- Pavement Removal
- Clearing & Grubbing Area

RIGHT-OF-WAY LEGEND

- Proposed Right-of-Way
- Existing Right of Way
- Existing and Proposed Right-of-Way
- Easement and Existing Right-of-Way
- Easement (Temporary)
- Easement
- C/A Access Control
- Property Line

PLAN AND PROFILE

(COVERS SHEET SERIES D, E, F, & K)

VERIFY SCALE IF PLAN SHEET IS REDUCED 1-INCH

REV	DESCRIPTION	DRN	CHK	DATE

DRN DES CHK APP

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FY2023 Gates Park
Pool Demolition Plan
City of Waterloo, Iowa

Legend Sheet

DATE SEPTEMBER 2022
PROJECT NO 60672429
FILENAME
SHEET NO
DRAWING NO D.01

$USER$
PEN
$STYLE$
$SCALE$
$DATE$
DOC

Protect Existing Parking Lot During Removals

Sanitary Sewer Service Cap At MH

Close Gap In Fence After Building Removal (New Fence)

Tree and Shrub Removal By Others

Electrical Disconnection Shall Be Coordinated With MidAmerican and Contractor

Removal Of Water Service To Meter Pit. Water Service To Be Turned Off At Donald St. and Reconnected With Future Phase.

Removal Of Building

Sidewalk Removal

Gas Disconnection Shall Be Coordinated With MidAmerican and Contractor

Sidewalk Removal

88 LF New Chain Link Fence (Match Existing Height and Style)

Demolition Of Vault and Equipment

Demolition Work: Removal Of 12 Footings

Alternate Bid Item Pavement Removal: Removal of Aluminum Pool Liner and Concrete Pool, Concrete Decking and Associated Equipment and Piping. (Chain Link Stays In Place, May Need To Sawcut for Pavement Removal)

Tree and Shrub Removal By Others

Demolition Of MH

Alternate Bid Item Removal Of Storm Sewer

Slides and Diving Boards Are Incidental To Demolition Work Bid Item

Demolition Of Vault and Equipment

43 LF New Chain Link Fence (Match Existing Height and Style)

Alternate Bid Item: Connect to Existing Storm Sewer Pipe with Iowa Sudas 9040.115. 3 Foot Diameter Riser. Move Riser To Inside of Pool.

Removal of Slide and Associated Footings, Structures, and Piping.

Electrical Disconnection Shall Be Coordinated With MidAmerican and Contractor

Demolition Of Vault

Removal of Fence and Pavement In This Area. Removal of Tanks and Exterior Equipment Incidental To Building Demolition.

Removal Of Exterior Equipment Including Water Heaters is Incidental To Building Demolition

Removal 35 LF of Fence

Removal 84 LF of Fence

Pavement and Footing Removals

NOTE:
CONTRACTOR TO USE CAUTION TO AVOID DAMAGE TO EXISTING TREES TO REMAIN

LEGEND

- Demolition Bid Item
- Alternate Bid Item Pavement Removal
- Tree or Shrub Removal
- Existing Trees
- Alternate Bid Item Clearing and Grubbing

0 20 FEET

1-INCH — VERIFY SCALE IF PLAN SHEET IS REDUCED

REV	DESCRIPTION	DRN	CHK	DATE

DRN DES CHK APP

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FY2023 Gates Park
Pool Demolition Plan
City of Waterloo, Iowa

Demolition Plan

DATE SEPTEMBER 2022
PROJECT NO 60672429
FILENAME
SHEET NO
DRAWING NO D.02

$BUSER$
$$PEN$$
$$PEN$$
$$PEN$$
$$NOTE$$
$$DON$$

E. DONALD ST.

Clearing and Grubbing
By Others

Clearing and Grubbing
By Others

Clearing and Grubbing
By Others

Clearing and Grubbing
In This Area By Others

Approximate Location of Pump/Filter Line.
Will Need To Protect Feeds To Line During Demo.
Line Drains Directly To Virden Creek.

E. DALE ST.

Alternate Bid Item
0.30 Acres of
Clearing and Grubbing

Alternate Bid Item
0.52 Acres of
Seeding, Fertilizing, and Mulching

Alternate Bid Item
0.04 Acres of
Clearing and Grubbing

LEGEND

- Demolition Bid Item
- Alternate Bid Item Pavement Removal
- Tree or Shrub Removal
- Existing Trees
- Alternate Bid Item Clearing and Grubbing

NOTE:
CONTRACTOR TO USE CAUTION TO AVOID
DAMAGE TO EXISTING TREES TO REMAIN

0 FEET 50

DRN	DES	CHK	APP

REV	DESCRIPTION	DRN	CHK	DATE

1-INCH VERIFY SCALE IF PLAN SHEET IS REDUCED

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FY2023 Gates Park
Pool Demolition Plan
City of Waterloo, Iowa

Tree Removal

DATE SEPTEMBER 2022
PROJECT NO 60672429
FILENAME
SHEET NO
DRAWING NO D.03

$$USER$$
$$PEN$$
$$SHEET$$
$$DATE$$
$$DOWG$$

POLLUTION PREVENTION PLAN

This Base Pollution Prevention Plan (PPP) includes information on Roles and Responsibilities, Project Site Description, Controls, Maintenance Procedures, Inspection Requirements, Non-Storm Water Controls, Potential Sources of Off Right-of-Way Pollution, and Definitions. This plan references other documents rather than repeating the information contained in the documents. A copy of this Base Pollution Prevention Plan, amended as needed per plan revisions or by contract modification, will be readily available for review.

All contractors shall conduct their operations in a manner that controls pollutants, minimizes erosion, and prevents sediments from entering waters of the state and leaving the highway right-of-way. The prime contractor shall be responsible for compliance and implementation of the PPP for their entire contract. This responsibility shall be further shared with subcontractors whose work is a source of potential pollution as defined in this PPP.

I. ROLES AND RESPONSIBILITES
- A. Designer:
  1. Prepares Base PPP included in the project plan.
  2. Prepares Notice of Intent (NOI) submitted to Iowa DNR.
  3. Signature authority on the Base PPP and NOI.
- B. Contractor/Subcontractor:
  1. Affected contractors/subcontractors are co-permittees with the City of Waterloo and will sign a certification statement adhering to the requirements of the NPDES permit and this PPP plan. All co-permittees are legally required under the Clean Water Act and the Iowa Administrative Code to ensure compliance with the terms and conditions of this PPP.
  2. Submit a detailed schedule according to Article 2602 of the Specifications and any additional plan notes.
  3. Install and maintain appropriate controls.
  4. Supervise and implement good housekeeping practices.
  5. Conduct joint required inspections of the site with inspection staff.
  6. Signature authority on Co-Permittee Certification Statements and storm water inspection reports.
- C. RCE/Inspector:
  1. Update PPP whenever there is a change in design, construction, operation or maintenance, which has a significant effect on the discharge of pollutants from the project.
  2. Maintain an up-to-date list that identifies contractors and subcontractors as co-permittees.
  3. Make these plans available to the DNR upon their request.
  4. Conduct joint required inspections of the site with the contractor/subcontractor.
  5. Complete an inspection report after each inspection.
  6. Signature authority on storm water inspection reports and Notice of Discontinuation (NOD).

II. PROJECT SITE DESCRIPTION
- A. This Pollution Prevention Plan (PPP) is for the demolition of Gates Swimming Pool in Waterloo, Iowa.
- B. This PPP covers approximately 19.6 acres with an estimated 1.81acres being disturbed. The portion of the PPP covered by this contract has 1.81 acres disturbed.

- C. The PPP is located in an area of the Sparta-Urban Land Complex.
  The estimated average SCS runoff curve number for this PPP after completion will be 61.0.
- D. Storm Water Site Map - Multiple sources of information comprise the base storm water site map including:
  1. Drainage patterns – Plan and Profile sheets and Situation plans.
  2. Proposed Slopes – Cross Sections.
  3. Areas of Soil Disturbance – construction limits shown on Plan and Profile sheets.
  4. Location of Structural Controls – Tabulations on C sheets.
  5. Locations of Non-structural Controls – Tabulations on C sheets.
  6. Locations of Stabilization Practices – generally within construction limits shown on Plan and Profile sheets.
  7. Surface Waters (including wetlands) – Plan and Profile sheets.
  8. Locations where storm water is discharged – Plan and Profile sheets.
- E. The base site map is amended by contract modifications and progress payments of completed erosion control work.
- F. Runoff from this work will flow into Virden Creek and ultimately into the Cedar River.

III. CONTROLS
- A. The contractor's work plan and sequence of operations specified in Article 2602.03 for accomplishment of storm water controls should clearly describe the intended sequence of major activities and for each activity define the control measure and the timing during the construction process that the measure will be implemented.
- B. Preserve vegetation in areas not needed for construction.
- C. Section 2601 and 2602 of the Standard Specifications define requirements to implement erosion and sediment control measures. Actual quantities used may vary from the Base PPP and amendment of the plan will be documented via fieldbook entries or by contract modification. Additional erosion and sediment control items may be required as determined by the inspector and/or contractor during storm water monitoring inspections. If the work involved is not applicable to any contract items, the work will be paid for according to Article 1109.03 paragraph B.
  1. EROSION AND SEDIMENT CONTROLS
     a. Stabilization Practices
        1) Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized.
        2) Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased.
        3) Temporary stabilizing seeding shall be completed as the disturbed areas are constructed. If construction activity is not planned to occur in a disturbed area for at least 14 days, the area shall be immediately stabilized by temporary seeding or mulching. Other stabilizing methods shall be used outside the seeding time period.
        4) Stabilization measures to be used for this project are located in the Estimated Project Quantities (100-1A) and Estimate Reference Information (100-4A) located on the C sheets of the plan. Additional items may be found in the Inspector's Daily Reports (IDR) or Contract Modifications.
     b. Structural Practices
        1) Structural practices will be implemented to divert flows from exposed soils and detain or otherwise limit runoff and the discharge of pollutants from exposed areas of the site.
        2) Structural items to be used for this project are located in the Estimated Project Quantities (100-1A) and Estimate Reference Information (100-4A) located on the C sheets of the plan, as well as all other item specific Tabulations. Typical drawings detailing construction of the devices to be used on this project can be found in the SWPPP Book of the plan or are referenced in the Standard Road Plans Tabulation.
     c. Storm Water Management
        1) Measures shall be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

110-12A
Modified

POLLUTION PREVENTION PLAN

     2. OTHER CONTROLS
        a. Contractor disposal of unused construction materials and construction material wastes shall comply with applicable state and local waste disposal, sanitary sewer, or septic system regulations. In the event of a conflict with other governmental laws, rules and regulations, the more restrictive laws, rules or regulations shall apply.
           1) Vehicle Entrances and Exits - Construct and maintain entrances and exits to prevent tracking of sediments onto roadways.
           2) Material Delivery, Storage and Use - Implement practices to prevent discharge of construction materials during delivery, storage, and use.
           3) Stockpile Management - Install controls to reduce or eliminate pollution of storm water from stockpiles of soil and paving.
           4) Waste Disposal - Do not discharge any materials, including building materials, into waters of the state, except as authorized by a Section 404 permit.
           5) Spill Prevention and Control - Implement procedures to contain and clean-up spills and prevent material discharges to the storm drain system and waters of the state.
           6) Concrete Residuals and Washout Wastes - Designate temporary concrete washout facilities for rinsing out concrete trucks. Provide directions to truck drivers where designated washout facilities are located.
           7) Vehicle and Equipment Cleaning - Employ washing practices that prevent contamination of surface and ground water from wash water.
           8) Vehicle and Equipment Fueling and Maintenance - Perform on site fueling and maintenance in accordance with all environment laws such as proper storage of onside fuels and proper disposal of used engine oil or other fluids on site.
           9) Litter Management - Ensure employees properly dispose of litter.
     3. APPROVED STATE OR LOCAL PLANS
        During the course of this construction, it is possible that situations will arise where unknown materials will be encountered. When such situations are encountered, they will be handled according to all federal, state, and local regulations in effect at the time.

IV. MAINTENANCE PROCEDURES
The contractor is required to maintain all temporary erosion and sediment control measures in proper working order, including cleaning, repairing, or replacing them throughout the contract period. This shall begin when the features have lost 50% of their capacity.

V. INSPECTION REQUIREMENTS
- A. Inspections shall be made jointly by the contractor and the contracting authority at least once every seven calendar days. Storm water monitoring inspections will include:
  1. Date of the inspection.
  2. Summary of the scope of the inspection.
  3. Name and qualifications of the personnel making the inspection.
  4. Rainfall amount.
  5. Review erosion and sediment control measures within disturbed areas for the effectiveness in preventing impacts to receiving waters.
  6. Major observations related to the implementation of the PPP.
  7. Identify corrective actions required to maintain or modify erosion and sediment control measures.
- B. Include storm water monitoring inspection reports in the Amended PPP. Incorporate any additional erosion and sediment control measures determined as a result of the inspection. Immediately begin corrective actions on all deficiencies found and complete all actions within 3 calendar days of the inspection.

VI. NON-STORM WATER DISCHARGES
This includes subsurface drains (i.e. longitudinal and standard subdrains) and slope drains. The velocity of the discharge from these features may be controlled by the use of patio blocks, Class A stone, erosion stone or other appropriate materials.

VII. POTENTIAL SOURCES OF OFF RIGHT-OF-WAY (ROW) POLLUTION
Silts, sediment, and other forms of pollution may be transported onto highway right-of-way (ROW) as a result of a storm event. Potential sources of pollution located outside highway ROW are beyond the control of this PPP. Pollution within highway ROW will be conveyed and controlled per this PPP.

VIII. DEFINITIONS
- A. Base PPP - Initial Pollution Prevention Plan.
- B. Amended PPP - May include Plan Revisions or Contract Modifications for new items and fieldbook entries made by the inspector.
- C. IDR - Inspector's Daily Report – this contains the inspector's daily diary and item postings.
- D. Controls - Methods, practices, or measures to minimize or prevent erosion, control sedimentation, control storm water, or minimize contaminants from other types of waste or materials.
- E. Signature Authority - Representative from Designer, Contractor/Subcontractor, or RCE/Inspector authorized to sign various storm water documents.

CERTIFICATION STATEMENT

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

_____	_____
Consultant Signature	Contracting Authority Signature
_____	_____
Printed or Typed Name	Printed or Typed Name

Demolition Bid Item

Alternate Bid Items
Pavement Removal

Tree or Shrub Removal

Seeding Areas

0.38 Acres of Seeding, Fertilizing and Mulching Incidental to Demolition Work Bid Item

Alternate Bid Item
0.86 Acres of Seeding, Fertilizing and Mulching in Pvement Removal Area.

Alternate Bid Item
0.52 Acres of
Seeding, Fertilizing, and Mulching

0 50
FEET

DRN	DES	CHK	APP	REV	DESCRIPTION	DRN	CHK	DATE

1-INCH VERIFY SCALE IF PLAN SHEET IS REDUCED

AECOM
501 Sycamore Street, Suite 222
Waterloo, Iowa 50703
T 319.232.6531 F 319.232.0271
WWW.AECOM.COM

FY2023 Gates Park
Pool Demolition Plan
City of Waterloo, Iowa

Seeding Areas

DATE SEPTEMBER 2022
PROJECT NO 60672429
FILENAME
SHEET NO
DRAWING NO RR.01

$$USER$$
$$PEN$$
$$PAGE$$
$$DATE$$
$$DGN$$

FY2023 GATES PARK POOL DEMOLITION
City of Waterloo, Iowa

City Contract No. 1053

AECOM #60672429

Prepared For:
City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703

Prepared By:
AECOM
501 Sycamore Street, Suite 222
P.O. Box 1497
Waterloo, Iowa 50704-1497

September 2022

F.Y. 2023 Gates Park Pool Demolition
City of Waterloo, Iowa

City Contract No. 1053

Prepared For:
City of Waterloo, Iowa

Prepared By:
AECOM

September 2022



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.

Michelle M. Sweeney September 21, 2022

MICHELLE M. SWEENEY, PE, PTOE Date

License No. 20830

My license renewal date is December 31, 2023.

Pages or sheets covered by this seal:
All Pages

GENERAL SPECIFICATIONS
FOR
F.Y. 2023 GATES PARK POOL DEMOITION
CITY OF WATERLOO, IOWA
CITY CONTRACT NO. 1053

RECEIVING OF BIDS

Sealed Proposals will be received by the Clerk of the City of Waterloo, Iowa, at her office in City Hall of the said City on September 29, 2022, until 9:00 a.m. All sealed Proposals shall be clearly marked with the title of the project and the name of the bidder on the outside of the envelope.

OPENING OF BIDS

All Proposals received will be opened in a public meeting to be held in the City Clerk's Office in City Hall on September 29, 2022, at 9:05 a.m.

EXAMINATION OF PROPOSED WORK

Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The owner will assume no responsibility for any understanding or representation concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the Notice to Bidders, the Specifications or related documents.

PREPARATION OF BIDS

a) Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

   The bidder has the option to submit a computer-generated spreadsheet in lieu of the portion of the Form of Bid or Proposal, which includes the Bid Item Number, Description, Unit, Estimated Quantity, Unit Bid Price, Total Bid Price, and Total Bid. The computer-generated spreadsheet shall include all of the information listed in that portion of the Form of Bid or Proposal as well as bear the signature of the Prime Contractor submitting the bid. For the bidders who submit a computer-generated spreadsheet, the TOTAL BID (with alternates, if applicable) shall also be indicated in the space(s) provided on the Form of Bid or Proposal.

b) The Bid Form may provide for submission of a price or prices for one or more items, which may be lump sum bids, alternate prices, schedule items resulting in a bid on a unit of construction, or a combination thereof, etc. When the Bid Form explicitly requires that the bidder bid on all items, failure to do so will disqualify the bid. When submission of a price on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

c) Unless called for, alternate bids will not be considered. Contractors shall submit pricing on all alternate bid items.

d) Modifications of bids already submitted will be considered if received at the office designated in the Notice to Bidders by the time set for closing of bids. Telegraphic modifications will be considered but should not reveal the amount of the original or revised bid.

e) In preparing the bid, the bidder shall specify the price, written legibly in ink or with the typewriter, at which the Contractor proposes to do each item of work. The unit price shall be stated in figures in the blank space provided (i.e., $7.14). In items where unit price is required, the total amount of each item shall be computed at the unit prices bid for the quantities given on the Bid Form and stated in figures in the blank space provided.

If the bidder chooses to submit the unit prices, total bid price, and total bid on a computer-generated spreadsheet, all numbers shall be easily legible.

f) Any changes or alterations made in the Bid Form, or any addition thereto, may cause the rejection of the bid. No bid will be considered which contains a clause in which the Contractor reserves the right to accept or reject a contract awarded him by the City Council of Waterloo. Bids in which the unit prices are obviously unbalanced may be rejected.

g) If the bidder does not qualify as a resident bidder, the nonresident bidder shall specify on the project proposal whether any preference to resident bidders, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country is in effect in the nonresident bidder's state or country of domicile at the time of a bid submittal.

SUBMISSION OF BIDS

a) A bid must be sealed in an envelope and marked to indicate its contents. If forwarded by mail, the envelope shall be mailed to the City Clerk/Auditor. All bids must be filed with the City Clerk/Auditor of the City of Waterloo at their office in the City Hall before the time specified for closing bids.

b) Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City of Waterloo, Iowa, that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered.

c) Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended, subject to rejection.

LATE BIDS AND MODIFICATIONS OR WITHDRAWALS

Bids and modifications or withdrawals thereof received at the office designated in the Notice to Bidders after the exact time set for closing of bids will not be considered. However, a modification which is received from an otherwise successful bidder, and which makes the terms of the bid more favorable to the City of Waterloo, will be considered at any time it is received and may therefore be accepted. Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for closing of bids.

ACCEPTANCE OF BIDS

The City reserves the right to reject any or all bids and to waive informalities in the bids submitted that might be in the best interest of the City. The project will be awarded to the lowest most responsive responsible bidder for the total bid or for the total bid including alternate bid items. Award will be made based on City of Waterloo funding availability. It is anticipated that acceptance of the Form of Bid or Proposal will be on or before October 3, 2022. Once the City Council has approved the contract on October 3, 2022, the Notice to Proceed will be issued. The City would like the project completed as early as possible in 2022, and contract completion will be April 1, 2023.

BEGINNING AND COMPLETION DATES

The work under the proposed contract shall be commenced within ten (10) working days after receipt of "Notice to Proceed." The completion date will be April 1, 2023.

PERFORMANCE AND PAYMENT BONDS

The Contractor shall, at the time of execution and delivery of this contract and before taking effect of same, shall furnish and deliver to the City written bonds of indemnity to the amount required by law in form and substance, and with surety thereon satisfactory and acceptable to the City, to ensure the faithful performance and payment

by the Contractor of all the covenants and agreements on the part of the Contractor contained in this contract. These bonds shall remain in force and effect for the full amount of the Contract.

INSURANCE

Workmen employed by the Contractor or his subcontractors shall be covered by Workmen's Compensation insurance as provided for by the Code of Iowa. Before beginning work on the project, the successful bidder shall furnish Certificate of Insurance for public liability and motor vehicle liability covering all operations performed by the Contractor and any subcontractor. The Certificate shall be effective during the life of the project or for a period of at least ten (10) days following the filing of written notice of cancellation and shall protect the public and any person from injuries or damages sustained by reason of carrying on the work involved in the project.

The minimum limits of liability shall be as follows:

Comprehensive General Liability Insurance	
General Aggregate Limit	$ 5,000,000.00
Product -- Completed Operations Aggregate Limit	$ 5,000,000.00
Each Occurrence Limit	$ 5,000,000.00
Comprehensive Automobile Liability Insurance	$ 1,000,000.00

The Contractor shall have the City of Waterloo, Iowa, and AECOM Technical Services, Inc., named as an "Additional Named Insured".

CLAUSES AND AFFIDAVITS

The successful bidder and any subcontractors will be required to execute and return a Non-Segregated Facilities Clause, a Non-Collusion Affidavit, and an Equal Opportunity Clause before beginning work on the project. The forms will be furnished.

AFFIRMATIVE ACTION PROGRAM

The successful bidder and any subcontractors will be required to execute and have approved an Affirmative Action Program or Update before beginning work on the project, if they have been awarded an aggregate of $10,000.00 in City projects during the current calendar year.

CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature, character, and location of the work, the character, quality, and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, all other matters which can, in any way, affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. The project shall utilize Iowa SUDAS Specifications.

METHOD OF PAYMENT

The successful bidder will be required to submit a schedule of values for lump sum items. The schedule of values will be utilized to issue percent lump sum complete pay estimates. The Contractor will be paid against bi-monthly estimates in cash on the basis of ninety-five percent (95%) of the work as it is completed, and materials delivered and work approved. Final payment will be made thirty-one (31) days after completion of the work and acceptance by the Council. Before final payment is made, vouchers showing that all subcontractors and workmen and all persons furnishing materials have been fully paid for such materials and labor will be required unless the City is satisfied that material, men and laborers have been paid.

The Contractor is hereby notified that if the City does not have cash on hand to pay monthly pay estimates, according to Chapter 384.57 of the Code of Iowa, payment may be made by anticipatory warrants issued bearing a rate of interest not exceeding that permitted by Chapter 74A, Code of Iowa.

SALES TAX EXEMPTION CERTIFICATES

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase materials or supplies in the performance of construction contracts let by the City of Waterloo.

LIQUIDATED DAMAGES

Time is an essential element of this contract. It is important that the work be diligently pursued to completion. If the work is not completed within the FORM OF BID OR PROPOSAL, plus authorized extensions, the Contractor shall pay to the City Liquidated Damages in the amount of one thousand dollars ($1,000.00) per day, for each day, as further described herein, in excess of the authorized time.

Days beyond the specified completion date for which Liquidated Damages will be charged will be working days that the Contractor does, or could have worked, from Monday through Saturday. Sundays will be counted only if work is performed. Partial working days will be considered as a full working day. Days not chargeable for Liquidated Damages will include rain days, Sunday if no work is done, and legal holidays.

Working days will cease to be charged when only punch list items remain to be completed. Punch list items do not include contract bid items or approved change/extra work orders.

When the Contractor believes the project to be substantially completed, a written notice stating the same shall be submitted to the Engineer and a request made for a Punch List. If the work under the Contract extends beyond the normal construction season for such work, the Contractor shall submit to the Engineer in writing a request that working days counted toward the project be suspended until work is resumed the following construction season.

This amount is not construed as a penalty. These damages are for the cost to the City of providing the required additional inspection, engineering and contract administration.

PROJECT SPECIFICATIONS
For
F.Y. 2023 GATES PARK POOL DEMOLITION
CITY OF WATERLOO, IOWA
CITY CONTRACT NO. 1053

SCOPE OF WORK

The Gates Park Pool Demolition project involves tearing down the existing pool building, pump house, and associated pool equipment. Alternate bid items include pavement removal and clearing and grubbing.

SUPERINTENDENCE BY CONTRACTOR

Except where the Contractor is an individual and gives personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the City Parks Department, on the work site at all times during working hours with full authority of the Contractor. The Contractor shall also provide an adequate staff to properly coordinate and expedite the work.

CARE OF WORK

The Contractor shall be responsible for all damages to person or property that occur as a result of negligence in connection with the execution of work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the City.

The Contractor shall provide sufficient watchmen, both day and night; including weekends and holidays, from the time the work is commenced until final completion and acceptance, except when work being performed does not require protection. The Contractor shall be responsible for any loss of work, materials, equipment or time due to the acts of any person on the project site. Therefore, it is the responsibility of the Contractor to determine when a watchman is needed.

The Contractor shall avoid damage to existing building, driveway, electrical systems, except those which are to be replaced or removed. Any damage caused by the Contractor's operation shall be completely repaired at no expense to the Owner.

The Contractor shall leave the work site in a neat and clean condition after completion of work.

INSPECTION

The Park’s Department and AECOM staff will inspect all work performed by the Contractor. Utility disconnections will be coordinated with utility providers and City staff.

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder shall, upon request of the Engineer, submit on the form furnished, a statement of the Bidder's Qualification, experience record in constructing the type of improvements proposed, and equipment available for the work contemplated and, when requested, a detailed financial statement. The Engineer shall have the right to take such steps, as it deems necessary to determine the ability of the Bidder to perform obligations under this Contract; and the Bidder shall furnish the Engineer all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Engineer that the Bidder is qualified to carry out properly the terms of the Contract.

BASIS OF PAYMENT & METHOD OF MEASUREMENT

The price bid for each bid item shall be full compensation for all labor, materials and equipment necessary for performing the work of each bid item per Iowa SUDAS 2022 Edition.

STANDARD SPECIFICATIONS/SUDAS

The Standard Specifications of the City of Waterloo and Iowa SUDAS 2022 Edition are to be adhered to, along with the Project Specifications described herein, and shall be considered as part of the Project Documents.

Storm Sewer Removal – This bid item shall only be for the storm sewer line leaving the pool as called out in the removal plans on D.02 and bid as an alternate. All other pool drains and piping shall be incidental to pavement removal or demolition. The storm sewer manhole at the outlet pipe shall remain in place.

Pavement Removal - The pool is made of an aluminum pan with concrete under the 0-depth entry for roughly 10'. The entire pool is called out as pavement removal; however, under the aluminum pan the area is backfilled with sand and/or pea gravel. The contractor is allowed to salvage the aluminum pan.

PERMITS AND CODES

The Contractor shall give all notices required by, and comply with, all applicable municipal and state laws, ordinances and codes. No permit fees shall be collected from the City for the demolition work; however, demolition permits will need to be acquired from the City.

FORM OF BID OR PROPOSAL
F.Y. 2023 GATES PARK POOL DEMOLITION
CITY OF WATERLOO, IOWA
CITY CONTRACT NO. 1053

Honorable Mayor and City Council
Waterloo, Iowa

1. The undersigned, being a Corporation existing under the laws of the State of _____, a Partnership consisting of the following partners: _____, having familiarized (himself) (themselves) (itself) with the existing conditions on the project area affecting the cost of the work, and with the General Specifications and Project Specifications, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment, and services, including utility and transportation services required to construct and complete this **F.Y. 2023 GATES PARK POOL DEMOLITION, City Contract No. 1053**, all in accordance with the General Specifications and Project Specifications and for the unit prices for work in place for the following items:

BID ITEM	DESCRIPTION	UNIT	EST QTY	UNIT BID PRICE	TOTAL BID PRICE
BASE BID					
1	CHAIN LINK FENCE, 7'	LF	131.0	$	$
2	REMOVAL OF CHAIN LINK FENCE	LF	119.0	$	$
3	DEMOLITION WORK	LS	1.00	$	$
TOTAL BASE BID AMOUNT				**$**	
ALTERNATE BID					
BID ITEM	**DESCRIPTION**	**UNIT**	**EST QTY**	**UNIT BID PRICE**	**TOTAL BID PRICE**
4	CLEARING AND GRUBBING	AC	0.3	$	$
5	STORM SEWER REMOVAL	LF	20.00	$	$
6	PAVEMENT REMOVAL (POOL, ALLUMIUM LINER & DECK)	SY	4203.00	$	$
7	HYDAUILIC SEEDING, FERTILIZING, AND MULCHING	AC	0.62	$	$
8	SEDIMENT BASIN	EA	1.00	$	$
9	WATERING	M-Gal	100.00	$	$
TOTAL ALTERNATE BID AMOUNT				**$**	
TOTAL BASE BID + TOTAL ALTERNATE BID AMOUNT				**$**	

2. It is understood that the quantities set forth are approximate only and subject to variation and that the unit bid price for the work done shall govern in the actual payment to Contractor.

3. In submitting this bid, the bidder understands that the right is reserved by the City of Waterloo, Iowa, to reject any or all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond and certificate of the insurance within ten (10) days after the agreement is presented to him for signature, and start work within ten (10) days after "Notice to Proceed" is issued.

4. Attached hereto is a Non-Collusion Affidavit of Prime Contractor.

5. Attached hereto is a Bidders Status Form.

6. The bidder is prepared to submit a financial and experience statement upon request.

7. The bidder has received the following Addendum or Addenda:

Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____

8. The bidder shall list the MBE/WBE subcontractor(s), amount of subcontracts and bid items on the City of Waterloo Minority and/or Women Business Pre-Bid Contact Information Form submitted with this Form of Bid or Proposal. The apparent low Bidder shall submit a list of all other Subcontractor(s) to be used on this Project to the City of Waterloo by 5:00 p.m. the business day following the day Bids on this Project are due, along with the Non-Collusion Affidavits of All Subcontractor(s).

   The Contractor shall submit information on subcontractors on "SUBCONTRACTOR REQUEST AND APPROVAL" Form to be provided by City prior to approval of contract.

   The subcontractors listed on this proposal and/or submitted to the Contract Compliance Officer cannot be changed except for the following reasons:

   1) The City of Waterloo does not approve the subcontractors.

   2) The subcontractors submit in writing that they cannot fulfill their subcontracts.

9. The bidder has filled in all blanks on this proposal. Those blanks not applicable are marked "none" or "NA".

10. The bidder has attached all applicable forms.

11. The Owner reserves the right to select alternates, delete line items, and/or to reduce quantities prior to the award of a contract due to budgetary limitations.

SUBMITTED BY: _____
(Bidder)

_____
(Address)

SIGNED BY: _____

_____
(Title) (Date)

ACCEPTED BY CITY OF WATERLOO:

SIGNED BY: _____

_____
(Title) (Date) (Date)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
)ss
County of _____)

_____, being first duly sworn, deposes and says that:

1. He is _____(Owner, Partner, Officer, Representative, or Agent)__, of _____ _____, the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in the Proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____
Title

Subscribed and sworn to before me this _____ day of _____, 20__.

_____
Title

My commission expires _____.

INFORMATION NEEDED
FOR
IOWA CONSTRUCTION SALES TAX EXEMPTION CERTIFICATE

CONTRACTOR NAME: _____

ADDRESS: _____

_____

(Check One) **PRIME** _____ **SUBCONTRACTOR** _____

FEDERAL ID#: _____

PROJECT NAME: _____

PROJECT CONTRACT NO.: _____

DESCRIPTION OF WORK:

- ☐ **Brickwork**
- ☐ **Carpentry**
- ☐ **Concrete**
- ☐ **Drywall-Plaster-Insulation**
- ☐ **Electrical**
- ☐ **Excavation/Grading**
- ☐ **Flooring**
- ☐ **Heavy Construction**
- ☐ **Heating-Ventilating-Air Cond**
- ☐ **Landscaping**
- ☐ **Painting**
- ☐ **Paving**
- ☐ **Plumbing**
- ☐ **Roofing-Siding-Sheet Metal**
- ☐ **Windows**
- ☐ **Wrecking-Demolition**
- ☐ **Other (Please specify)**

_____

EQUAL OPPORTUNITY CLAUSE

(As provided in Executive Order No. 11246)

All contractors, subcontractors, vendors and suppliers of goods and services doing business with the City and value of said business equals or exceeds ten thousand dollars ($10,000.00) annually agree as follows:

1. The contractors, subcontractor, vendor and supplier of goods and services will not discriminate against any employee or applicant for employment because of race, color, creed, sex, national origin, economic status, age, mental or physical handicap, political opinions or affiliations. The contractor, subcontractor, vendor and supplier will develop an Affirmative Action program to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin, religion, economic status, age, mental or physical disability, political opinions or affiliations. Such actions shall include but not be limited to the following:

    a. Employment
    b. Upgrading
    c. Demotion or Transfer
    d. Recruitment and Advertising
    e. Layoff or Termination
    f. Rates of Pay or Other Forms of Compensation
    g. Selection for Training Including Apprenticeship

2. The contractor, subcontractor, vendor and supplier of goods and services will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, religion, economic status, age, mental or physical disabilities, political opinion or affiliations.

3. The contractor, subcontractor, vendor and supplier or his/her collective bargaining representative will send to each labor union or representative of workers which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of the contractor's commitment under this section.

4. The contractor, subcontractor, vendor and supplier of goods and services will comply with all published rules, regulations, directives, and order of the City of Waterloo Affirmative Action Program Contract Compliance Provisions.

5. The contractor, subcontractor, vendor and supplier of goods and services will furnish and file compliance reports within such time and upon such forms as provided by the Affirmative Action Officer. Said forms will elicit information as to the policies, procedures, patterns, and practices of each subcontractor as well as the contractor himself/herself and said contractor, subcontractor, vendor and supplier will permit access to his/her employment books, records and accounts to the City's Affirmative Action Officer, for the purpose of investigation to ascertain compliance with this contract and with rules and regulations of the City's Affirmative Action Program—Contract Compliance Provisions relative to Resolution No. 24664.

6. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations and orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized by the City Council.

7. The contractor, subcontractor, vendor and supplier of goods and services will include, or incorporate by reference, the provisions of the non-discrimination clause in every contract,

subcontract or purchase order unless exempted by the rules, regulations or orders of the City's Affirmative Action Program, and will provide in every subcontract, or purchase order that said provisions will be binding upon each contractor, subcontractor, or supplier.

8. We, the undersigned, recognize that we are morally and legally committed to non-discrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, creed, color, sex, national origin, economic status, age, mental or physical disabilities.

(Signed) _____
(Appropriate Official)

_____
(Title)

_____
(Date)

TITLE VI CIVIL RIGHTS

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 shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement 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 procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall allow access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Contracting Authority, the Iowa DOT, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Contracting Authority, the Iowa DOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Contracting Authority, the Iowa DOT, or the FHWA shall impose such contract sanctions as they may determine to be appropriate, including, but not limited to:

    a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
    b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Contracting Authority, the Iowa DOT, or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event of a contractor becomes involved in, or it threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Contracting Authority or the Iowa DOT to enter into such litigation to protect the interests of the Contracting Authority or the Iowa DOT; and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Bidder Status Form

To be completed by all bidders — Part A

Please answer "Yes" or "No" for each of the following:

☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No My company has an office to transact business in Iowa.

☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders — Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ /_____ /_____ to _____ /_____ /_____ Address: _____

City, State, Zip: _____

Dates: _____ /_____ /_____ to _____ /_____ /_____ Address: _____

City, State, Zip: _____

Dates: _____ /_____ /_____ to _____ /_____ /_____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders — Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

_____

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

_____

_____

You may attach additional sheet(s) if needed.

To be completed by all bidders — Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.

☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.

☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.

☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.

☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.

☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.

☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.

☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.

☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.

☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.

☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

MBE/WBE BUSINESS ENTERPRISE
PRE-BID CONTACT INFORMATION FORM INSTRUCTIONS

Prime Contractor Responsibilities:

Prime Contractors bidding on City of Waterloo contract work are required to ensure that MBE/WBE businesses are provided the opportunity to participate in the performance of contracts and subcontracts. Prime contractors are required to assist MBE/WBE businesses in overcoming barriers to participation, and must make good faith efforts to secure bids from, and award subcontracts to, MBE/WBE businesses. For all contract bids of $50,000 or more, the following is required to demonstrate good faith efforts in accordance with this policy:

1. "MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM" submitted with the prime contractor bid, properly completed and signed on Form CCO-4 (Rev. 06-20-02). Please note that this document must include all subcontractor contacts, bids received, and awarded - not just those related to disadvantaged business enterprise vendors.

2. A minimum of three (3) MBE/WBE business contacts must be made and documented, if there are at least three (3) MBE/WBE businesses offering services in the areas to be subcontracted (see City of Waterloo MBE/WBE Certified List). If less than three (3) are offering the services to be subcontracted, then a contact is required for any that are listed as providing that service. If you have submitted a MBE/WBE contact not on the City's MBE/WBE list, attach a copy of the certification from another government agency.

3. Contacts to each MBE/WBE businesses are required to be a minimum of seven (7) working days prior to the date the prime contractor submits the bid to the City of Waterloo.

4. The following documentation must accompany the "MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM" for each MBE/WBE business contacted:
   a. A copy of the bid received from the MBE/WBE, OR
   b. If no bid was received, a copy of correspondence received from the MBE/WBE with a "no bid" response, OR
   c. If no response was received, a copy of the solicitation sent to the MBE/WBE with proof of mailing attached.

5. If any MBE/WBE business submitting bids are not selected for subcontract award, documentation must accompany the "MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM" on why the MBE/WBE was not selected. These reasons could include:
   a. Not low bid. Copies of the competing bids may be required for verification.
   b. MBE/WBE did not bid, withdrew bid or was non-responsive.
   c. Documentation of other business-related reason for not selecting the MBE/WBE business for a subcontract.
   d. Prime contractor self performs work.
   e. Any other reason relied on by the Prime Contractor.

The Contract Compliance Officer will determine the weight to be given to each item listed above (supported by appropriate documentation) based on overall program goals.

Subcontractors Responsibilities:

1. Each MBE/WBE firm planning to submit quotes on construction projects with goals, shall submit a Letter of Intent to Bid (Form CCO-5) to the City Contract Compliance Officer seven (7) working days prior to bid opening, listing specific items which the MBE/WBE firm is interested in bidding. If the City Contract Compliance Officer does not receive sufficient scope letters seven (7) working days prior to bid opening, goals on subject project will be reduced accordingly. Agreements between the bidder/proposer and an MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

Form CCO-4A Rev. 07-08-02

MBE/WBE BUSINESS ENTERPRISE
PRE-BID CONTACT INFORMATION FORM

Prime Contractor Name: _____ Project: _____ Letting Date: _____

NO MBE/WBE SUBCONTRACTORS: If you are NOT using any MBE/WBE subcontractors to complete this project, sign below. Attach a brief explanation as to why subcontracting was not feasible with this project. If any MBE/WBE subcontractors will be used, please use the bottom portion of this form.

Contractor Signature: _____ Title: _____ Date: _____

SUBCONTRACTORS APPLICABLE: You are required, in order for your bid to be considered responsive, to provide the information on this form showing ALL of your MBE/WBE subcontractor contacts made for your bid submission. This information is subject to verification. Any questions should be directed to Contract Compliance Office 319-291-4429.

You are required, in order for your bid to be considered responsive, to provide the information on this Form showing your MBE/WBE Business Enterprise contacts made prior to your bid submission. This information is subject to verifications and confirmation.
If you are unable to identify MBE/WBE firms to perform portions of the work, please contact Louis Starks, Contract Compliance Officer, for assistance at (319) 291-4429.

In the event it is determined that the MBE/WBE Business Enterprise goals are not met, then before awarding the contract the City of Waterloo will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

TABLE OF INFORMATION SHOWING BIDDER'S PRE-BID MBE/WBE BUSINESS ENTERPRISE CONTACTS

	Quotes Received			Quotation used in bid	
MBE/WBE Subcontractors	**Dates Contacted**	**Yes/No**	**Dates Contacted**	**Yes/No**	**Dollar Amount Proposed to be Subcontracted**

(Form CCO-4) Rev. 06-20-02

Revised February 2003

CONTRACTOR'S OR SUBCONTRACTOR'S AFFIRMATIVE ACTION PROGRAM

Check box that applies to party completing program:

( ) General Contractor
( ) Subcontractor

I. Section A to be completed by **GENERAL CONTRACTORS** only:

A.

Name of Company _____

Address of Company _____ Zip _____

Telephone Number (_____)_____

Federal ID Number (if no Federal ID Number, Owner/President's Social Security Number)
_____

Name of Project _____

Project Contract Number _____

Estimated Construction Work Dates _____/_____
Start Finish

Section B to be completed by **SUBCONTRACTORS** only:

B.

Name of General or Prime Contractor _____

Name of Subcontractor _____

Subcontractor's Address _____ Zip _____

Subcontractor's Telephone Number (____)_____

Subcontractor's Federal ID Number (if no Federal ID Number Owner/President's Social Security Number) _____

Name of Equal Employment Officer _____

C. Remainder of program to be completed by party completing program, either Prime or Subcontractor.

1. The Owners and/or Principals of your company:

Name	Address	Position	Sex	Ethnic Origin

2. Other Areas of Interest:

If your company has branches or subsidiaries, or if your company is a branch or subsidiary of a parent organization, give the following information:

Name	Address	Affiliation	Type of Degree

II. EMPLOYER'S POLICY (Please read carefully.)

A. We, the undersigned, recognize that we are morally and legally committed to nondiscrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, color, creed, sex, national origin, economic status, age, mental or physical handicap.

B. The employment policies and practices of the undersigned are to recruit and hire employees without discrimination, and to treat them equally with respect to compensation and opportunities for advancement, including training, upgrading, promotion, and transfer. However, we realize the inequities associated with employment training, upgrading, contracting and subcontracting for minorities and women and we will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our SUBCONTRACTORS and suppliers.

C. We submit this program to assure compliance with Executive Order 11246, as amended, and other subsequent orders that may pertain to equal employment opportunity and merit employment policies, fully realizing that our qualification and/or merit system should be evaluated and revised, if necessary.

D. We agree to put forth the maximum effort to achieve full employment and utilization of capabilities and productivity of all our citizens without regard to race, creed, color, sex, national origin, economic status, age, and mental or physical handicap.

E. _____ will give training
(Name of Company)
and employment opportunities to local residents of Waterloo, Iowa, to the greatest extent feasible.

III. AFFIRMATIVE ACTION

A. _____ recognizes that the
(Name of Company)

effective application of a policy of merit employment involves more than just a policy statement, and _____
(Name of Company)
will, therefore, re-evaluate our Affirmative Action Program to ensure that equal employment opportunities are available on the basis of individual merit, and to actively encourage minorities, women and local residents to seek employment with our company on this basis.

B. _____ will undertake the
(Name of Company)
following six (6) steps to improve our Affirmative Action Program:

1. Minority Recruitment and Employment;
2. Local Recruitment and Employment;
3. Disabled Veteran and Vietnam Era Veteran Recruitment and Employment;
4. Handicapped Recruitment and Employment;
5. Female Recruitment and Employment; and
6. Training, Upgrading and Promotional Opportunities.

C. _____ will take
(Name of Company)
whatever steps are necessary to ensure that our total work force has adequate minority, female, and local representation. We will utilize the following methods in our recruitment attempts:

1. Local advertising media (newspapers, radio, TV);
2. Community organizations (churches, clubs, schools);
3. Public and private institutions in the area (UNI, Hawkeye Community College);
4. Job Service of Iowa; and
5. Other.

D. _____ will seek qualified minority,
(Name of Company)
female, and local group applicants for all job categories and will make asserted efforts to increase minority, female and group representation in occupations at the higher levels or skill and responsibility.

E. All sources of employment used shall be aware that we are an Equal Employment Opportunity Employer. Labor organizations representing our employees will be notified of our Equal Employment Opportunity Policy and Affirmative Action Program.

F. Training, upgrading, promotion and transfer activities at all levels will be monitored to ensure that full consideration has been given to qualified minority, female, and local group employees.

G. _____ will encourage other
(Name of Company)
companies with whom we are associated and/or do business, to do the same and we will assist them in their efforts.

H. _____ has taken the following
(Name of Company)
Affirmative Action to ensure that minority, female, local contractors and/or suppliers were provided opportunities to negotiate and/or bid on this project: (if none, write "NONE")

1. _____

2. _____

I. As a result of the above efforts, we have involved minority, female, and local contractors and/or suppliers in the following areas of subcontracting: (if none, write "NONE")

1. _____

2. _____

J. _____ will require approved
(Name of Company)
Affirmative Action Programs from all nonexempt contractors who propose to work on this project and will take whatever steps are necessary to ensure that non-minority contractors have adequate representation of minority, female and local persons in their total work force.

K. In further accordance with rules and guidelines issued pursuant to Executive Order 11246 as amended, we establish the goals for our company, based on parity percentages supplied by the City, and we realize these goals will be reviewed on an annual basis.

L. _____ will keep records of
(Name of Company)
specific actions relative to recruitment, employment, training, upgrading and promotion and will provide the City of Waterloo with any information relative to same, including activities of our SUBCONTRACTORS and suppliers as necessary or when requested.

M. Parity figures for companies located in Waterloo are as follows:

Minority Parity = .08 (8%)

N. _____ Affirmative Action
(Name of Company)
Employment Goals:

The definition of Affirmative Action Goals is as follows: "Goals may not be rigid and inflexible quotas which must be met, but must be targets, reasonably attainable by means of applying every good faith effort to make all aspects of the entire Affirmative Action Program work."

For the year 201__, please submit percentage targets for employing minorities and women. If you already have reached your target for hiring minorities and women, please submit that percentage.

*Goals for Minorities: _____%
Goals for Women: _____%

*Your affirmative action goals should be between 1% and 10% or more for minorities and 1% and 5% or more for women.

Please be advised that the goals or targets are purely your estimation of how many women and minorities your company can reasonably expect to hire in 201_. Note, that none of the goals are rigid or inflexible. They are targets that your company calculates as reasonably attainable. This will help the City in its monitoring procedures as required by City of Waterloo Resolution No. 1984-142(4).

CONTRACTOR'S TOTAL WORK FORCE
(WATERLOO)

NAME AND ADDRESS	JOB CATEGORY	RACE	SEX	HOURLY WAGE

INDICATE: DISABLED VETERAN: DV
VIETNAM ERA VETERAN: VV
HANDICAPPED: H

We hereby certify that we are in compliance with all City and Federal Affirmative Action Regulations and agree to accept all liability for failure to comply.

Respectfully submitted,

By: _____
Company Executive

_____
Date

By: _____

Equal Employment
Opportunity Officer

_____
Date

City of Waterloo Affirmative Action Officer

_____ Approved

_____ Disapproved Reason: _____

_____

By: _____

Date: _____

DESCRIPTION OF JOB CATEGORIES

1. **Officials/Manager**: Occupations in which employees set broad policies, exercise overall responsibility for execution of all policies, or direct individual departments or special phases of the agency's operations or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy directors, controllers, examiners, wardens, superintendents, unit supervisors, sheriffs, police and fire chiefs and inspectors and kindred workers.

2. **Professionals**: Occupations which require specialized and theoretical knowledge which is usually required through college training or thorough work experience and other training which provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, system analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, police and fire captains and lieutenants and kindred workers.

3. **Technicians**: Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education and through equivalent on-the-job training. Includes: computer programmers and operations, draftsmen, surveyors, licensed practical nurses, photographs, radio operators, technical illustrators, police and fire sergeants and kindred workers.

4. **Office/Clerical**: Workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paper work required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearing reporters, statistical clerks, dispatchers, license distributors, payroll clerks and kindred workers.

5. **Skilled Craft Workers**: Workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training programs. Includes: Mechanics and repairman, electricians, heavy equipment operators, stationary engineers, skilled machine occupations, carpenters, compositors and typesetters and kindred workers.

6. **Sales Workers**: Occupations engaging wholly and primarily in direct selling. Includes: advertising agents and salesman, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks, grocery clerks and cashier checkers, and kindred workers.

7. **Operatives (semi-skilled)**: Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics), plumbers, building trades, metal working trades, bricklayers, carpenters, electricians, machinists, mechanics, printing trades, etc., operatives, attendants (auto service and parking), plasterers, chauffeurs, deliverymen and furnacemen, heaters (metal), laundry and dry cleaning operatives, milliners, mine operatives and laborers, motormen, oilers and greasers, (except auto painters), (except construction and maintenance), photographic process workers, stationary fireman, truck and tractor drivers, weavers, (textile), welders and flame cutters and kindred workers.

8. **Laborers (unskilled)**: Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen, and stevedores, lumbermen,

craftsmen and woodchoppers, laborers performing lifting, digging, mixing, loading and pulling operations and kindred workers.

9. **Apprentices**: Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally an apprenticeship, regardless of whether the program is registered with a Federal or State agency.

10. **Trainees (on-the-job)**: Production. . . persons in formal training for craftsmen when not trained under apprentice programs--operative laborer, and service occupations.

White Collar. . . persons engaged in formal training for clerical, managerial, professional, technical, sales, office and clerical occupations.

FORM OF BID OR PROPOSAL
F.Y. 2023 GATES PARK POOL DEMOLITION
CITY OF WATERLOO, IOWA
CITY CONTRACT NO. 1053

Honorable Mayor and City Council
Waterloo, Iowa

1. The undersigned, being a Corporation existing under the laws of the State of Iowa, a Partnership consisting of the following partners: _____, having familiarized (himself) (themselves) (itself) with the existing conditions on the project area affecting the cost of the work, and with the General Specifications and Project Specifications, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment, and services, including utility and transportation services required to construct and complete this **F.Y. 2023 GATES PARK POOL DEMOLITION, City Contract No. 1053**, all in accordance with the General Specifications and Project Specifications and for the unit prices for work in place for the following items:

BID ITEM	DESCRIPTION	UNIT	EST QTY	UNIT BID PRICE	TOTAL BID PRICE
BASE BID					
1	CHAIN LINK FENCE, 7'	LF	131.0	$ 60.00	$ 7,860.00
2	REMOVAL OF CHAIN LINK FENCE	LF	119.0	$ 20.00	$ 2,380.00
3	DEMOLITION WORK	LS	1.00	$ 50,000.0	$ 50,000.00
	TOTAL BASE BID AMOUNT			$ 60,240.00	
ALTERNATE BID					
BID ITEM	**DESCRIPTION**	**UNIT**	**EST QTY**	**UNIT BID PRICE**	**TOTAL BID PRICE**
4	CLEARING AND GRUBBING	AC	0.3	$ 60,000.00	$ 18,000.00
5	STORM SEWER REMOVAL	LF	20.00	$ 50.00	$ 1,000.00
6	PAVEMENT REMOVAL (POOL, ALLUMIUM LINER & DECK)	SY	4203.00	$ 8.00	$ 33,624.00
7	HYDAUILIC SEEDING, FERTILIZING, AND MULCHING	AC	1.38	$ 4,000.00	$ 5,520.00
8	SEDIMENT BASIN	EA	1.00	$ 4,500.00	$ 4,500.00
9	WATERING	M-Gal	100.00	$ 75.00	$ 7,500.00
	TOTAL ALTERNATE BID AMOUNT			$ 70,144.00	
	TOTAL BASE BID + TOTAL ALTERNATE BID AMOUNT			$ **130,384.00**	

2. It is understood that the quantities set forth are approximate only and subject to variation and that the unit bid price for the work done shall govern in the actual payment to Contractor.

3. In submitting this bid, the bidder understands that the right is reserved by the City of Waterloo, Iowa, to reject any or all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond and certificate of the insurance within ten (10) days after the agreement is presented to him for signature, and start work within ten (10) days after "Notice to Proceed" is issued.

4. Attached hereto is a Non-Collusion Affidavit of Prime Contractor.

5. Attached hereto is a Bidders Status Form.

6. The bidder is prepared to submit a financial and experience statement upon request.

7. The bidder has received the following Addendum or Addenda:

Addendum No.	1	Date	9/27/2022
Addendum No.		Date	
Addendum No.		Date	
Addendum No.		Date	

8. The bidder shall list the MBE/WBE subcontractor(s), amount of subcontracts and bid items on the City of Waterloo Minority and/or Women Business Pre-Bid Contact Information Form submitted with this Form of Bid or Proposal. The apparent low Bidder shall submit a list of all other Subcontractor(s) to be used on this Project to the City of Waterloo by 5:00 p.m. the business day following the day Bids on this Project are due, along with the Non-Collusion Affidavits of All Subcontractor(s).

   The Contractor shall submit information on subcontractors on "SUBCONTRACTOR REQUEST AND APPROVAL" Form to be provided by City prior to approval of contract.

   The subcontractors listed on this proposal and/or submitted to the Contract Compliance Officer cannot be changed except for the following reasons:

   1) The City of Waterloo does not approve the subcontractors.

   2) The subcontractors submit in writing that they cannot fulfill their subcontracts.

9. The bidder has filled in all blanks on this proposal. Those blanks not applicable are marked "none" or "NA".

10. The bidder has attached all applicable forms.

11. The Owner reserves the right to select alternates, delete line items, and/or to reduce quantities prior to the award of a contract due to budgetary limitations.

SUBMITTED BY: Peterson Contractors, Inc.
(Bidder)

104 Black Hawk St., P.O. Box A Reinbeck, IA 50669
(Address)

SIGNED BY: _____

Project Estimator / Manager 9-28-22
(Title) (Date)

ACCEPTED BY CITY OF WATERLOO:

SIGNED BY: _____

(Title) (Date) (Date)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Iowa)
)ss
County of Black Hawk)

_____, being first duly sworn, deposes and says that:

1. He is _____ (Owner, Partner, Officer, Representative, or Agent) _____, of Peterson Contractors, Inc., the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in the Proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Project Estimator / Manager
Title

Subscribed and sworn to before me this 28th day of September, 2022.

_____ Notary Public
Title

My commission expires 8-30-25.

NOTARIAL SEAL IOWA
AMY L. CLARK
Commission Number 798999
My Commission Expires
August 30, 2025

INFORMATION NEEDED
FOR
IOWA CONSTRUCTION SALES TAX EXEMPTION CERTIFICATE

CONTRACTOR NAME: Peterson Contractors, Inc.

ADDRESS: 104 Black Hawk St., P.O. Box A

Reinbeck, IA 50669

(Check One) **PRIME** X **SUBCONTRACTOR** _____

FEDERAL ID#: 42-0921654

PROJECT NAME: FY 2023 Gates Park Pool Demolition

PROJECT CONTRACT NO.: Contract #1053

DESCRIPTION OF WORK:

- ☐ Brickwork
- ☐ Carpentry
- ☐ Concrete
- ☐ Drywall-Plaster-Insulation
- ☐ Electrical
- ☐ Excavation/Grading
- ☐ Flooring
- ☐ Heavy Construction
- ☐ Heating-Ventilating-Air Cond
- ☐ Landscaping
- ☐ Painting
- ☐ Paving
- ☐ Plumbing
- ☐ Roofing-Siding-Sheet Metal
- ☐ Windows
- ☒ Wrecking-Demolition
- ☐ Other (Please specify) _____

AMY L. CLARK
Commission Number 758999
My Commission Expires
August 30, 2025

EQUAL OPPORTUNITY CLAUSE

(As provided in Executive Order No. 11246)

All contractors, subcontractors, vendors and suppliers of goods and services doing business with the City and value of said business equals or exceeds ten thousand dollars ($10,000.00) annually agree as follows:

1. The contractors, subcontractor, vendor and supplier of goods and services will not discriminate against any employee or applicant for employment because of race, color, creed, sex, national origin, economic status, age, mental or physical handicap, political opinions or affiliations. The contractor, subcontractor, vendor and supplier will develop an Affirmative Action program to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin, religion, economic status, age, mental or physical disability, political opinions or affiliations. Such actions shall include but not be limited to the following:

    a. Employment
    b. Upgrading
    c. Demotion or Transfer
    d. Recruitment and Advertising
    e. Layoff or Termination
    f. Rates of Pay or Other Forms of Compensation
    g. Selection for Training Including Apprenticeship

2. The contractor, subcontractor, vendor and supplier of goods and services will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, religion, economic status, age, mental or physical disabilities, political opinion or affiliations.

3. The contractor, subcontractor, vendor and supplier or his/her collective bargaining representative will send to each labor union or representative of workers which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of the contractor's commitment under this section.

4. The contractor, subcontractor, vendor and supplier of goods and services will comply with all published rules, regulations, directives, and order of the City of Waterloo Affirmative Action Program Contract Compliance Provisions.

5. The contractor, subcontractor, vendor and supplier of goods and services will furnish and file compliance reports within such time and upon such forms as provided by the Affirmative Action Officer. Said forms will elicit information as to the policies, procedures, patterns, and practices of each subcontractor as well as the contractor himself/herself and said contractor, subcontractor, vendor and supplier will permit access to his/her employment books, records and accounts to the City's Affirmative Action Officer, for the purpose of investigation to ascertain compliance with this contract and with rules and regulations of the City's Affirmative Action Program—Contract Compliance Provisions relative to Resolution No. 24664.

6. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations and orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized by the City Council.

7. The contractor, subcontractor, vendor and supplier of goods and services will include, or incorporate by reference, the provisions of the non-discrimination clause in every contract,

subcontract or purchase order unless exempted by the rules, regulations or orders of the City's Affirmative Action Program, and will provide in every subcontract, or purchase order that said provisions will be binding upon each contractor, subcontractor, or supplier.

8. We, the undersigned, recognize that we are morally and legally committed to non-discrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, creed, color, sex, national origin, economic status, age, mental or physical disabilities.

(Signed) Chris B. Fleshner
(Appropriate Official)

Project Estimator / Manager
(Title)

9-28-22
(Date)

TITLE VI CIVIL RIGHTS

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 shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement 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 procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall allow access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Contracting Authority, the Iowa DOT, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Contracting Authority, the Iowa DOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Contracting Authority, the Iowa DOT, or the FHWA shall impose such contract sanctions as they may determine to be appropriate, including, but not limited to:

    a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
    b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Contracting Authority, the Iowa DOT, or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event of a contractor becomes involved in, or it threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Contracting Authority or the Iowa DOT to enter into such litigation to protect the interests of the Contracting Authority or the Iowa DOT; and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Bidder Status Form

To be completed by all bidders — Part A

Please answer "Yes" or "No" for each of the following:

- [x] Yes [ ] No — My company is authorized to transact business in Iowa. *(To help you determine if your company is authorized, please review the worksheet on the next page).*
- [x] Yes [ ] No — My company has an office to transact business in Iowa.
- [x] Yes [ ] No — My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- [x] Yes [ ] No — My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- [x] Yes [ ] No — My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders — Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 12 / 23 / 63 to 09 / 29 / 22 Address: 104 Black Hawk St., P.O. Box A

City, State, Zip: Reinbeck, IA 50669

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____

City, State, Zip: _____

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders — Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State: _____

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? [ ] Yes [ ] No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders — Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Peterson Contractors, Inc.

Signature: [signature] Date: 9-28-22

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

309-6001 (09-15)

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

☒ Yes ☐ No	My business is currently registered as a contractor with the Iowa Division of Labor.
☐ Yes ☒ No	My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
☐ Yes ☒ No	My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
☒ Yes ☐ No	My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
☐ Yes ☒ No	My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
☐ Yes ☒ No	My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
☐ Yes ☒ No	My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
☐ Yes ☒ No	My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
☐ Yes ☒ No	My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
☐ Yes ☒ No	My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
☐ Yes ☒ No	My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

MBE/WBE BUSINESS ENTERPRISE
PRE-BID CONTACT INFORMATION FORM INSTRUCTIONS

Prime Contractor Responsibilities:

Prime Contractors bidding on City of Waterloo contract work are required to ensure that MBE/WBE businesses are provided the opportunity to participate in the performance of contracts and subcontracts. Prime contractors are required to assist MBE/WBE businesses in overcoming barriers to participation, and must make good faith efforts to secure bids from, and award subcontracts to, MBE/WBE businesses. For all contract bids of $50,000 or more, the following is required to demonstrate good faith efforts in accordance with this policy:

1. "MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM" submitted with the prime contractor bid, properly completed and signed on Form CCO-4 (Rev. 06-20-02). Please note that this document must include all subcontractor contacts, bids received, and awarded - not just those related to disadvantaged business enterprise vendors.

2. A minimum of three (3) MBE/WBE business contacts must be made and documented, if there are at least three (3) MBE/WBE businesses offering services in the areas to be subcontracted (see City of Waterloo MBE/WBE Certified List). If less than three (3) are offering the services to be subcontracted, then a contact is required for any that are listed as providing that service. If you have submitted a MBE/WBE contact not on the City's MBE/WBE list, attach a copy of the certification from another government agency.

3. Contacts to each MBE/WBE businesses are required to be a minimum of seven (7) working days prior to the date the prime contractor submits the bid to the City of Waterloo.

4. The following documentation must accompany the "MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM" for each MBE/WBE business contacted:
   a. A copy of the bid received from the MBE/WBE, OR
   b. If no bid was received, a copy of correspondence received from the MBE/WBE with a "no bid" response, OR
   c. If no response was received, a copy of the solicitation sent to the MBE/WBE with proof of mailing attached.

5. If any MBE/WBE business submitting bids are not selected for subcontract award, documentation must accompany the "MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM" on why the MBE/WBE was not selected. These reasons could include:
   a. Not low bid. Copies of the competing bids may be required for verification.
   b. MBE/WBE did not bid, withdrew bid or was non-responsive.
   c. Documentation of other business-related reason for not selecting the MBE/WBE business for a subcontract.
   d. Prime contractor self performs work.
   e. Any other reason relied on by the Prime Contractor.

The Contract Compliance Officer will determine the weight to be given to each item listed above (supported by appropriate documentation) based on overall program goals.

Subcontractors Responsibilities:

1. Each MBE/WBE firm planning to submit quotes on construction projects with goals, shall submit a Letter of Intent to Bid (Form CCO-5) to the City Contract Compliance Officer seven (7) working days prior to bid opening, listing specific items which the MBE/WBE firm is interested in bidding. If the City Contract Compliance Officer does not receive sufficient scope letters seven (7) working days prior to bid opening, goals on subject project will be reduced accordingly. Agreements between the bidder/proposer and an MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

Form CCO-4A Rev. 07-08-02

MBE/WBE BUSINESS ENTERPRISE
PRE-BID CONTACT INFORMATION FORM

Prime Contractor Name: Peterson Contractors, Inc. Project: Contract #1053 Letting Date: 9-29-22

NO MBE/WBE SUBCONTRACTORS: If you are NOT using any MBE/WBE subcontractors to complete this project, sign below. Attach a brief explanation as to why subcontracting was not feasible with this project. If any MBE/WBE subcontractors will be used, please use the bottom portion of this form.

Contractor Signature: _____ Title: Project Estimator/ Manager Date: 9-28-22

SUBCONTRACTORS APPLICABLE: You are required, in order for your bid to be considered responsive, to provide the information on this form showing ALL of your MBE/WBE subcontractor contacts made for your bid submission. This information is subject to verification. Any questions should be directed to Contract Compliance Office 319-291-4429.

You are required, in order for your bid to be considered responsive, to provide the information on this Form showing your MBE/WBE Business Enterprise contacts made prior to your bid submission. This information is subject to verifications and confirmation.
If you are unable to identify MBE/WBE firms to perform portions of the work, please contact Louis Starks, Contract Compliance Officer, for assistance at (319) 291-4429.

In the event it is determined that the MBE/WBE Business Enterprise goals are not met, then before awarding the contract the City of Waterloo will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

TABLE OF INFORMATION SHOWING BIDDER'S PRE-BID MBE/WBE BUSINESS ENTERPRISE CONTACTS

	Quotes Received				Quotation used in bid
MBE/WBE Subcontractors	**Dates Contacted**	**Yes/No**	**Dates Contacted**	**Yes/No**	**Dollar Amount Proposed to be Subcontracted**
Tiedt Nursery & Forestry	9-23-22	Y	9-27-22	Y	$11,566.00

(Form CCO-4) Rev. 06-20-02

Revised February 2003

CONTRACTOR'S OR SUBCONTRACTOR'S AFFIRMATIVE ACTION PROGRAM

Check box that applies to party completing program:

(x) General Contractor
( ) Subcontractor

I. Section A to be completed by **GENERAL CONTRACTORS** only:

A.

Name of Company Peterson Contractors, Inc.

Address of Company 104 Black Hawk St. Zip 50669

Telephone Number (319) 345-2713

Federal ID Number (if no Federal ID Number, Owner/President's Social Security Number)
42-0921654

Name of Project FY 2023 Gates Park Pool Demolition

Project Contract Number #1053

Estimated Construction Work Dates 60 days / 11-1-22 thru 12-31-22
Start Finish

Section B to be completed by **SUBCONTRACTORS** only:

B.

Name of General or Prime Contractor _____

Name of Subcontractor _____

Subcontractor's Address _____ Zip _____

Subcontractor's Telephone Number (____) _____

Subcontractor's Federal ID Number (if no Federal ID Number Owner/President's Social Security Number) _____

Name of Equal Employment Officer _____

C. Remainder of program to be completed by party completing program, either Prime or Subcontractor.

1. The Owners and/or Principals of your company:

Name	Address	Position	Sex	Ethnic Origin

2. Other Areas of Interest:

If your company has branches or subsidiaries, or if your company is a branch or subsidiary of a parent organization, give the following information:

Name	Address	Affiliation	Type of Degree

II. EMPLOYER'S POLICY (Please read carefully.)

A. We, the undersigned, recognize that we are morally and legally committed to nondiscrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, color, creed, sex, national origin, economic status, age, mental or physical handicap.

B. The employment policies and practices of the undersigned are to recruit and hire employees without discrimination, and to treat them equally with respect to compensation and opportunities for advancement, including training, upgrading, promotion, and transfer. However, we realize the inequities associated with employment training, upgrading, contracting and subcontracting for minorities and women and we will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our SUBCONTRACTORS and suppliers.

C. We submit this program to assure compliance with Executive Order 11246, as amended, and other subsequent orders that may pertain to equal employment opportunity and merit employment policies, fully realizing that our qualification and/or merit system should be evaluated and revised, if necessary.

D. We agree to put forth the maximum effort to achieve full employment and utilization of capabilities and productivity of all our citizens without regard to race, creed, color, sex, national origin, economic status, age, and mental or physical handicap.

E. PCI will give training
(Name of Company)
and employment opportunities to local residents of Waterloo, Iowa, to the greatest extent feasible.

III. AFFIRMATIVE ACTION

A. PCI recognizes that the
(Name of Company)

effective application of a policy of merit employment involves more than just a policy statement, and PCI
(Name of Company)
will, therefore, re-evaluate our Affirmative Action Program to ensure that equal employment opportunities are available on the basis of individual merit, and to actively encourage minorities, women and local residents to seek employment with our company on this basis.

B. PCI will undertake the
(Name of Company)
following six (6) steps to improve our Affirmative Action Program:

1. Minority Recruitment and Employment;
2. Local Recruitment and Employment;
3. Disabled Veteran and Vietnam Era Veteran Recruitment and Employment;
4. Handicapped Recruitment and Employment;
5. Female Recruitment and Employment; and
6. Training, Upgrading and Promotional Opportunities.

C. PCI will take
(Name of Company)
whatever steps are necessary to ensure that our total work force has adequate minority, female, and local representation. We will utilize the following methods in our recruitment attempts:

1. Local advertising media (newspapers, radio, TV);
2. Community organizations (churches, clubs, schools);
3. Public and private institutions in the area (UNI, Hawkeye Community College);
4. Job Service of Iowa; and
5. Other.

D. PCI will seek qualified minority,
(Name of Company)
female, and local group applicants for all job categories and will make asserted efforts to increase minority, female and group representation in occupations at the higher levels or skill and responsibility.

E. All sources of employment used shall be aware that we are an Equal Employment Opportunity Employer. Labor organizations representing our employees will be notified of our Equal Employment Opportunity Policy and Affirmative Action Program.

F. Training, upgrading, promotion and transfer activities at all levels will be monitored to ensure that full consideration has been given to qualified minority, female, and local group employees.

G. PCI will encourage other
(Name of Company)
companies with whom we are associated and/or do business, to do the same and we will assist them in their efforts.

H. PCI has taken the following
(Name of Company)
Affirmative Action to ensure that minority, female, local contractors and/or suppliers were provided opportunities to negotiate and/or bid on this project: (if none, write "NONE")

1. Requested quotes from Minority Contractors prior to the letting.

2. _____

I. As a result of the above efforts, we have involved minority, female, and local contractors and/or suppliers in the following areas of subcontracting: (if none, write "NONE")

1. Erosion Control and Seeding

2. _____

J. PCI will require approved
(Name of Company)
Affirmative Action Programs from all nonexempt contractors who propose to work on this project and will take whatever steps are necessary to ensure that non-minority contractors have adequate representation of minority, female and local persons in their total work force.

K. In further accordance with rules and guidelines issued pursuant to Executive Order 11246 as amended, we establish the goals for our company, based on parity percentages supplied by the City, and we realize these goals will be reviewed on an annual basis.

L. PCI will keep records of
(Name of Company)
specific actions relative to recruitment, employment, training, upgrading and promotion and will provide the City of Waterloo with any information relative to same, including activities of our SUBCONTRACTORS and suppliers as necessary or when requested.

M. Parity figures for companies located in Waterloo are as follows:

Minority Parity = .08 (8%)

N. PCI Affirmative Action
(Name of Company)
Employment Goals:

The definition of Affirmative Action Goals is as follows: "Goals may not be rigid and inflexible quotas which must be met, but must be targets, reasonably attainable by means of applying every good faith effort to make all aspects of the entire Affirmative Action Program work."

For the year 201__, please submit percentage targets for employing minorities and women. If you already have reached your target for hiring minorities and women, please submit that percentage.

*Goals for Minorities: _____%
Goals for Women: _____%

*Your affirmative action goals should be between 1% and 10% or more for minorities and 1% and 5% or more for women.

Please be advised that the goals or targets are purely your estimation of how many women and minorities your company can reasonably expect to hire in 201_. Note, that none of the goals are rigid or inflexible. They are targets that your company calculates as reasonably attainable. This will help the City in its monitoring procedures as required by City of Waterloo Resolution No. 1984-142(4).

CONTRACTOR'S TOTAL WORK FORCE
(WATERLOO)

NAME AND ADDRESS	JOB CATEGORY	RACE	SEX	HOURLY WAGE

INDICATE:
DISABLED VETERAN: DV
VIETNAM ERA VETERAN: VV
HANDICAPPED: H

We hereby certify that we are in compliance with all City and Federal Affirmative Action Regulations and agree to accept all liability for failure to comply.

Respectfully submitted,

By: Chris D. Mehaffner
Company Executive

9-28-22
Date

By: Mark Peterson

Equal Employment Opportunity Officer

9-28-22
Date

City of Waterloo Affirmative Action Officer

_____ Approved

_____ Disapproved Reason: _____

_____

By: _____

Date: _____

ADDENDUM NO. 1
TO THE
BIDDING DOCUMENTS FOR
FY 2023
CITY CONTRACT NO. 1053
CITY OF WATERLOO, IOWA
AECOM #60672429

Date: September 27, 2022

Bids Close: February 27, 2020, 1:00 p.m.

TO ALL BIDDERS ON THE ABOVE PROJECT:

All Bidders submitting a bid on the above contract shall carefully read this Addendum and give it consideration in the preparation of their bid.

I. For Bid Item 7, Hydraulic Seeding Quantity has been adjusted to 1.38 acres.

II. For clarification, Fence Removal and Reinstallation due to demolition shall be incidental to the demolition bid item. New Fence will be paid for separately and Removal of Fence shall be paid for separately.

III. Seeding for Demolition Work shall be Type 4.

IV. For clarification, diving board and slides shall be incidental to Demolition Work, but the three foundations for the diving boards shall be incidental to the Pavement Removal bid item.

V. Quantities have been adjusted on the Bid Form. The attached revised Bid Form (Marked "Revised per Addendum No.1 – 09/27/2022") reflects these changes and should be used when submitting your bid.

V. Attachments:

a. Form of Bid or Proposal Form (Marked "Revised per Addendum No.1 - 09/27/2022").

VI. Any revisions to any of the Contract Documents made by this Addendum shall be considered as the same revision to any and all related areas of the Contract Documents not specifically called out in this Addendum.

VII. The Bidder shall acknowledge receipt of this Addendum by inserting the date and number in the spaces provided in the attached Form of Bid or Proposal (Marked "Revised per Addendum No. 1 - 09/27/2022"). Failure to use the attached revised Form of Bid or Proposal and failure to insert the appropriate Addendum No. and Date for any and all Addenda issued on this project could cause your submittal to be considered unresponsive.

Michelle M. Sweeney

Michelle Sweeney, PE, PTOE
Project Manager
AECOM

FORM OF BID OR PROPOSAL
F.Y. 2023 GATES PARK POOL DEMOLITION
CITY OF WATERLOO, IOWA
CITY CONTRACT NO. 1053

Honorable Mayor and City Council
Waterloo, Iowa

1. The undersigned, being a Corporation existing under the laws of the State of _____, a Partnership consisting of the following partners: _____, having familiarized (himself) (themselves) (itself) with the existing conditions on the project area affecting the cost of the work, and with the General Specifications and Project Specifications, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment, and services, including utility and transportation services required to construct and complete this **F.Y. 2023 GATES PARK POOL DEMOLITION, City Contract No. 1053**, all in accordance with the General Specifications and Project Specifications and for the unit prices for work in place for the following items:

BID ITEM	DESCRIPTION	UNIT	EST QTY	UNIT BID PRICE	TOTAL BID PRICE
BASE BID					
1	CHAIN LINK FENCE, 7'	LF	131.0	$	$
2	REMOVAL OF CHAIN LINK FENCE	LF	119.0	$	$
3	DEMOLITION WORK	LS	1.00	$	$
	TOTAL BASE BID AMOUNT			**$**	
ALTERNATE BID					
BID ITEM	**DESCRIPTION**	**UNIT**	**EST QTY**	**UNIT BID PRICE**	**TOTAL BID PRICE**
4	CLEARING AND GRUBBING	AC	0.3	$	$
5	STORM SEWER REMOVAL	LF	20.00	$	$
6	PAVEMENT REMOVAL (POOL, ALLUMIUM LINER & DECK)	SY	4203.00	$	$
7	HYDAUILIC SEEDING, FERTILIZING, AND MULCHING	AC	1.38	$	$
8	SEDIMENT BASIN	EA	1.00	$	$
9	WATERING	M-Gal	100.00	$	$
	TOTAL ALTERNATE BID AMOUNT			**$**	
	TOTAL BASE BID + TOTAL ALTERNATE BID AMOUNT			**$**	

2. It is understood that the quantities set forth are approximate only and subject to variation and that the unit bid price for the work done shall govern in the actual payment to Contractor.

3. In submitting this bid, the bidder understands that the right is reserved by the City of Waterloo, Iowa, to reject any or all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond and certificate of the insurance within ten (10) days after the agreement is presented to him for signature, and start work within ten (10) days after "Notice to Proceed" is issued.

4. Attached hereto is a Non-Collusion Affidavit of Prime Contractor.

5. Attached hereto is a Bidders Status Form.

6. The bidder is prepared to submit a financial and experience statement upon request.

7. The bidder has received the following Addendum or Addenda:

Addendum No. 1 Date 9/27/2022
Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____

8. The bidder shall list the MBE/WBE subcontractor(s), amount of subcontracts and bid items on the City of Waterloo Minority and/or Women Business Pre-Bid Contact Information Form submitted with this Form of Bid or Proposal. The apparent low Bidder shall submit a list of all other Subcontractor(s) to be used on this Project to the City of Waterloo by 5:00 p.m. the business day following the day Bids on this Project are due, along with the Non-Collusion Affidavits of All Subcontractor(s).

   The Contractor shall submit information on subcontractors on "SUBCONTRACTOR REQUEST AND APPROVAL" Form to be provided by City prior to approval of contract.

   The subcontractors listed on this proposal and/or submitted to the Contract Compliance Officer cannot be changed except for the following reasons:

   1) The City of Waterloo does not approve the subcontractors.

   2) The subcontractors submit in writing that they cannot fulfill their subcontracts.

9. The bidder has filled in all blanks on this proposal. Those blanks not applicable are marked "none" or "NA".

10. The bidder has attached all applicable forms.

11. The Owner reserves the right to select alternates, delete line items, and/or to reduce quantities prior to the award of a contract due to budgetary limitations.

SUBMITTED BY: _____
(Bidder)

_____
(Address)

SIGNED BY: _____

_____
(Title) (Date)

ACCEPTED BY CITY OF WATERLOO:

SIGNED BY: _____

_____
(Title) (Date) (Date)

BID TABULATION
F.Y. 2023 GATES PARK POOL DEMOLITION
City of Waterloo, Iowa
City Contract #1053
AECOM Project # 60672429
9/29/2022

				ENGINEERS ESTIMATE		Peterson Contractors, Inc. Reinbeck, Iowa	
	Base Bid						
Item No.	**Description**	**Unit**	**Quantity**	**Unit Price**	**Extended Prices**	**Unit Price**	**Extended Price**
1	CHAIN LINK FENCE, 7'	LF	131	$ 75.00	$ 9,825.00	$ 60.00	$ 7,860.00
2	REMOVAL OF CHAIN LINK FENCE	LF	119	$ 11.00	$ 1,309.00	$ 20.00	$ 2,380.00
3	DEMOLITION WORK	LS	1	$ 98,990.50	$ 98,990.50	$ 50,000.00	$ 50,000.00
		Total Base Bid Amount			**$ 110,124.50**		**$ 60,240.00**
	Alternate Bid						
Item No.	**Description**	**Unit**	**Quantity**	**Unit Price**	**Extended Prices**	**Unit Price**	**Extended Price**
4	CLEARING AND GRUBBING	AC	0.3	$ 6,000.00	$ 1,800.00	$ 60,000.00	$ 18,000.00
5	STORM SEWER REMOVAL	LF	20	$ 40.00	$ 800.00	$ 50.00	$ 1,000.00
6	PAVEMENT REMOVAL (POOL, ALUMIUM LINER & DECK)	SY	4203.0	$ 7.50	$ 31,522.50	$ 8.00	$ 33,624.00
7	HYDAUILIC SEEDING, FERTILIZING, AND MULCHING	AC	1.38	$ 5,000.00	$ 6,900.00	$ 4,000.00	$ 5,520.00
8	SEDIMENT BASIN	EA	1	$ 600.00	$ 600.00	$ 4,500.00	$ 4,500.00
9	WATERING	M-Gal	100	$ 50.00	$ 5,000.00	$ 75.00	$ 7,500.00
		Total Alternate Bid Amount			**$ 46,622.50**		**$ 70,144.00**
	Total Base Bid + Total Alternate Bid Amount				**$ 156,747.00**		**$ 130,384.00**

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

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

Date: September 29, 2022

To: Honorable Mayor Quentin Hart & City Council, City of Waterloo

From: Ms. Michelle Sweeney, PE, PTOE, AECOM

Subject: **Recommendation of Acceptance – Quote Bid**
FY 2023 Gates Park Pool Demolition
City Contract No. 1053
AECOM #60672429

We have reviewed the bids received by the City of Waterloo on September 29, 2022, for the above-mentioned project. A copy of the bid tabulation is attached.

One bid was received from Peterson Contractors, Inc. (PCI) of Reinbeck, Iowa. PCI's bid was $130,384.00 for the Total Base Bid and Total Alternative Bid Amount. The bid submitted was lower than the Engineer's Estimate by an amount of $26,363.00 or 17%. PCI indicated in their bid that they were able to meet the DBE goal of 8% as specified in the bid documents.

We recommend award of a contract for the FY 2023 Gates Park Pool Demolition Project to PCI of Reinbeck, Iowa, in the amount of $130,384.00 subject to insurance and performance bond submittal.

If you have any questions or required additional information, please feel free to contact our office at your convenience.

Thank you,

Michelle Sweeney, PE, PTOE
Senior Project Manager

AECOM
501 Sycamore Street, Suite 222
Waterloo, Iowa 50703

Bond No. 107691533

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Peterson Contractors, Inc. of Reinbeck, Iowa (the "Principal"), and Travelers Casualty and Surety Company of America of Hartford, CT (the "Surety"), are held and firmly bound unto the City of Waterloo, Iowa (the "Obligee"), in the penal sum of One Hundred Thirty Thousand Three Hundred Eighty-four And No/100 Dollars ($ $130,384.00), 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 F.Y. 2023 Gates Park Pool Demolition, Contract No. 1053, Waterloo, Iowa. 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
Peterson Contractors, Inc.	**Travelers Casualty and Surety Company of America**
Name	Name
By: _____	By: _____
	Anne Crowner
Title: _____	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.

Bond No. 107691533

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Peterson Contractors, Inc.
(Name of Contractor)

P.O. Box A, Reinbeck, IA 50669
(Address of Contractor)

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

and, Travelers Casualty and Surety Company of America
(Name of Surety)

One Tower Square, Hartford, CT 06183
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Waterloo
(Name of Owner)

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

hereinafter called OWNER, in the penal sum of One Hundred Thirty Thousand Three Hundred Eighty-four And No/100 Dollars,($130,384.00)

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 _____, ___, a copy of which is hereto attached and made a part hereof for the construction of:

F.Y. 2023 Gates Park Pool Demolition, Contract No. 1053, Waterloo, Iowa

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 three (3) counterparts, each one of

(number)

which shall be deemed an original, this the _____ day of _____ _____.

ATTEST:

Peterson Contractors, Inc.
Principal

_____
(Principal) Secretary

(SEAL)

By _____(s)

P.O. Box A
(Address)

Reinbeck, IA 50669

_____
Witness as to Principal

P.O. Box A
(Address)

Reinbeck, IA 50669

Travelers Casualty and Surety Company of America
Surety

ATTEST:

By _____
Attorney-in-Fact **Anne Crowner**

_____
Witness as to Surety **Dione R. Young**
2727 Grand Prairie Parkway
Waukee, IA 50263
(Address)

Holmes, Murphy and Associates, LLC
(Address)
2727 Grand Prairie Parkway
Waukee, IA 50263

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.

TRAVELERS

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

POWER OF ATTORNEY

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

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

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

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

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

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

_____
Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this day of , .

_____
Kevin E. Hughes, Assistant Secretary

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

CITY OF WATERLOO

Council Communication

Resolution approving 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.

City Council Meeting: 10/3/2022
Prepared: 9/21/2022

ATTACHMENTS:

Description	Type
Notice to Bidders	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Plans are available in the Clerk's Office for review.

NOTICE TO BIDDERS
For the Taking of Construction Bids for the
WATERLOO CENTER OF THE ARTS – YOUTH PAVILION PHASE 2 REPLACEMENT
In the City of Waterloo, Iowa

PRE BIDMEETING

Pre bid meeting will take place on Tuesday October 11, 2022, at 2:00 pm at Waterloo Center of the Arts - Youth Pavilion at 225 Commercial Street, Waterloo, IA.

RECEIVING OF BIDS

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in the City Hall of the said City on the **27th day of October 2022** until 1:00 p.m. for the construction of the **WATERLOO CENTER OF THE ARTS – YOUTH PAVILION PHASE 2 REPLACEMENT,** as described in detail in the plans and specifications now on file in the Office of the City Clerk.

OPENING OF BIDS

Sealed bids must be received by the City Clerk of the City of Waterloo at City Hall, 715 Mulberry Street, Waterloo, Iowa 50703, no later than **27th day of October 2022, at 1:00 p.m**. All bids **will be opened in the Council Chambers at City Hall**, in the City of Waterloo, Iowa, on the **27th day of October 2022, at 1:00 p.m.**, and the proposals will be acted upon at such later time and place as may then be fixed by the City Council. **The bid opening will be livestreamed on YouTube and made available on the City website.**

PUBLIC HEARING

The Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of the above-described improvement project at 5:30 p.m. on the **7th day of November 2022**, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City. The Public Hearing will be livestreamed on YouTube and made available on the city website.

SCOPE OF WORK

The project consists of replacing the second boiler serving the Youth Pavilion. There will be new boiler venting and gas modifications as indicated in the drawings and specifications.

BEGINNING AND COMPLETION DATES

The work under the proposed contract shall be commence on November 8, 2022, after receipt of "Notice to Proceed" and all items shall be completed on or before December 30, 2022.

METHOD OF PAYMENT TO CONTRACTOR

The Contractor will be paid against monthly estimates in cash on the basis of ninety-five percent (95%) of the work as it is completed and materials delivered and work approved. Final payment will be made thirty-one (31) days after completion of the work and acceptance by the Council. Before final payment is made, vouchers showing that all subcontractors and workmen and all persons furnishing materials have been fully paid for such materials and labor will be required unless the City is satisfied that material, men and laborers have been paid.

The Contractor is hereby notified that if the City does not have cash on hand to pay monthly pay estimates, according to Chapter 384.57 of the Code of Iowa, payment may be made by anticipatory warrants issued bearing a rate of interest not exceeding that permitted by Chapter 74A, Code of Iowa.

PLANS AND SPECIFICATIONS

Plans and Specifications governing the construction of the proposed improvements have been prepared by MODUS Engineering which plans and specifications and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice, and the proposed contract by reference shall be executed in compliance therewith.

Plans and Specifications are available from Rapids Reproduction (electronic or hardcopy) at 6201 Chancellor Drive, Cedar Falls, IA 50613. 319.277.5538; 1.800.383.1223. Digital Plans and Specifications (no charge) available at: www.rapidsrepro.com/planroom.

Required deposit: $25.00 per bid set (plans and specifications) + $20.00 per set non-refundable mailing fee, if shipped.

Viewing Locations: Listed in the Instruction to Bidders.
Call MODUS Engineering 319.235.0650 for questions availability of documents.

Deposits are fully refundable if the plans and specifications are returned in usable condition (i.e., generally free of highlights, ink markings, tears, stickers, water stains and soiling) to the Rapids Reproduction office listed above by the end of the 14th consecutive day after the project has been awarded. No deposits will be refunded for any requests or plans received after the 14th consecutive day, which includes plans returned via mail service. Plan holders are responsible for ascertaining when the project has been awarded. If the plan holder is the prime contractor, or a subcontractor or supplier of the prime contractor that has been awarded the project, Plans and Specifications do not need to be returned to receive the deposit. The prime contractor must submit a list of his subcontractors and suppliers for the City and consulting engineer to verify eligibility for the refundable deposit.

Upon award of project, the prime contractor, subcontractors and suppliers shall be supplied with the needed number of plans and specifications at no additional cost.

CONTRACT AWARD

A contract will be awarded to the qualified bidder submitting the lowest bid.

The City reserves the right to reject any or all bids, re-advertise for new bids, and to waive informalities in the bids submitted that might be in the best interest of the City.

Bids may be held by the City of Waterloo, Iowa, for a period not to exceed thirty (30) days from the day of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding the contract.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced with the State of Iowa and preference will be given to local domestic labor in the construction of the improvement.

PROPOSALS SUBMITTED

The bidder shall submit bids using the proposal included in the specifications.

BID SECURITY REQUIRED

All bids must be accompanied in a separate envelope by a certified or cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, or bid bond, (on the form furnished by the City) payable to the City of Waterloo, Iowa, in the sum of not less than five percent (5%) of the bid submitted, which certified check, certified share draft or bid bond will be held as security that the Bidder will enter into

a Contract for the construction of the work and will furnish the required bonds, and in case the successful Bidder shall fail or refuse to enter into the Contract and furnish the required bonds, his bid security may be retained by said City as agreed upon liquidated damages. If bid bond is used, it must be signed by both the Bidder and the surety or surety's agent. Signature of surety's agent must be supported by accompanying Power of Attorney.

PERFORMANCE & PAYMENT BONDS

The successful bidder will be required to furnish a “Performance Bond” and a “Payment Bond” within ten (10) days after forms are presented to him in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims of any kind caused by the operations of the contractor.

CONTRACT COMPLIANCE PROGRAM / SUBCONTRACTING

The program proposes numerical projections regarding utilization of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) as Subcontractors, vendors and suppliers in the performance of Contracts awarded by the City of Waterloo, Iowa.

A goal of at least ten percent (10%) for MBE participation on all City funded construction projects that are estimated at $50,000.00 or more. A goal of at least two percent (2%) for WBE participation on all City funded construction projects that are estimated at $50,000.00 or more. Any project funded in part or in total with federal funds shall follow the respective agencies contract compliance program and goals. The Prime Contractor shall make "good-faith efforts" to meet the Contract Compliance MBE/WBE goals. The MBE/WBE subcontractors, suppliers or vendors must provide the Prime Contractor a reasonably competitive price for the service being rendered or the Contractor is not required to accept their bid.

PRE-CONSTRUCTION CONFERENCE

Before the work is commenced on this contract, a conference shall be held for the purpose of discussing the contract. The conference shall be attended by the prime contractor, subcontractors, engineer (MODUS Engineering) and City Officials.

SALES TAX EXEMPTION CERTIFICATES

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials or supplies in the performance of construction contracts let by the City of Waterloo.

Posted pursuant to the provisions of Chapter 26 of the City Code of Iowa.

CITY OF WATERLOO, IOWA

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 9/21/2022

SUBJECT:	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.
Submitted by:	Submitted By: Wayne Castle, PLS, PE, Associate Engineer
Summary Statement:	Continuation of contract #951 which is to repair sanitary sewer gatewells along the levee system to be in compliance with US Army Corps of Engineers. Rehabilitating ten gatewells that require more intensive work than the gatewells in phase I. Six of these locations are on the right descending bank of the Cedar River between West 6th and West 11th Street which will be abandoned and rerouted through a new sanitary sewer line along the land side toe of the levee. Also includes alternate repairs to two sanitary manholes just north of the sewer treatment plant. AECOM
Expenditure Required/Source of Funds:	Paid for with Sewer bonds and SRF loans

CITY OF WATERLOO

Council Communication

Resolution approving Variance to Noise Ordinance request from Kaiden Millett, in conjunction with the Cedar Valley Power to the Polls event to be held on October 8, 2022 from 10:00 a.m. to 4:00 p.m., at Lincoln Park and surrounding streets, including live music and speakers.

City Council Meeting: 10/3/2022
Prepared: 9/28/2022

ATTACHMENTS:

	Description	Type
	Noise Variance Request	Backup Material

SUBJECT:	Resolution approving Variance to Noise Ordinance request from Kaiden Millett, in conjunction with the Cedar Valley Power to the Polls event to be held on October 8, 2022 from 10:00 a.m. to 4:00 p.m., at Lincoln Park and surrounding streets, including live music and speakers.
Submitted by:	Submitted By: Captain J. Feaker

APPLICATION
FOR
VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Kaiden Millett

APPLICANT'S ADDRESS: 1933 W. 3rd St, Waterloo, IA 50701

APPLICANT'S PHONE #: 319-486-5169

ANTICIPATED DATE OF VARIANCE: 10/8/22

NAME OF EVENT: Cedar Valley Power to the Polls

TIMES OF DAY OF VARIANCE: 10 AM - 4 PM

GEOGRAPHICAL LOCATION OF VARIANCE: Lincoln Park area

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES: A block away

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.

We are having a march/rally that will include marching through part of downtown, and a band/speakers at Lincoln Park

CITY OF WATERLOO
CITY CLERK'S OFFICE
SEP 27 2022 PM3:21:10

Kmk

Applicant's Signature

9/27/22

Date

CITY COUNCIL ACTION:

APPROVAL: _____

DENIAL: _____

Police Dept. Recommendation

APPROVAL: Capt. [signature]

DENIAL: _____

DECIBEL LEVEL: 80 dBA

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 9/21/2022

ATTACHMENTS:

Description	Type
Golf II Personnel Requisition	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Paul Huting, Leisure Services Director
Recommended Action:	Recommend approval of appointment
Summary Statement:	This position is vacant due to a retirement effective 2/11/2022. Personnel Requisition Committee approved filling this position on July 14, 2022. Civil Service Commission certified the Civil Service List on Sept. 16, 2022.
Expenditure Required/Source of Funds:	Annual Salary: $ 65,208. Benefits: $ 23,616

PERSONNEL REQUISITION FORM

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

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

****

Position Title: Golf Maintenance II Department: Leisure Services

Reports To: Assistant Park Superintendent Work Location: Golf Courses

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

Type of Position:
Civil Service Position: ☒ Yes ☐ No
Bargaining Position: ☒ Yes ☐ No
Bargaining Group: 177
Non-bargaining Position: ☐ Yes ☒ No

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

****

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

☐ New Position or ☒ Replacement Position for: Glenn Tate, Golf Maintenance II
(Specify name and title of former incumbent)

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

Date incumbent terminated employment: 2/11/22 Date of final payout: 2/19/22

Anticipated start date: TBD No. of hours/week: 40 Work schedule: 6:00am-2:30pm M-F

Justification of need for position: This is an essential maintenance position for the golf courses. The golf course Maintenance II position also supervises seasonal staff and manages day-to-day operations on the golf course in the absence of the Golf III. This position also completes snow removal throughout the City and assists with flooding emergencies.

What are the likely consequences if the position is not filled? Course conditions will deteriorate rapidly; City will experience loss of revenue due to poor playing conditions. More snow removal will need to be contracted. Leisure Services Department will be less able to assist with emergency flood preparations.

APPROVALS

Annual salary requirements: $65,208.00 Hourly Rate: $31.35 Benefits: $23,616
(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: _____

6/30/22
Submitting Department Head Date

Mayor Date

Chief Financial Officer Date

7/14/22
Human Resources Director Date

Human Resources Committee Chairperson Date

Created 6/30/2017

PERSONNEL REQUISITION
GOLF MAINTENANCE II

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

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

Primary duties include performing daily maintenance tasks at one of the three Waterloo Municipal golf courses. This would include but not limited to: mowing greens, tees, fairways, and rough. Operating specialized golf turf equipment. Operating and preforming maintenance on irrigation systems. Diagnosing turf disease and insect problems and application of pesticides, insecticides and other chemicals in the care of golf course vegetation. Assisting in the supervision of seasonal maintenance workers. Trimming and pruning trees. Completing adjustments to mowers and conducting comprehensive preventative and curative maintenance on full fleet of golf course maintenance equipment. Raking turf, sand traps, and cutting, rolling, and installing sod. Preparing written records and reports. Responding to questions from the public concerning golf course maintenance. Completing snow removal throughout the city in winter months. Assisting with emergency flood preparation throughout the City.

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

No. All other employees are being used to their fullest potential.

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

The work is not adequately being completed now. The loss of one position on the golf course is 1/3 of the full time crew size or 1/5 of the overall crew if you include seasonal positions.

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

Absolutely.

(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)?

The golf course maintenance crews are extremely small in size when compared to crews of other 18 hole golf courses. Typically between full and part time employees in peak season only five or six total maintenance staff are employed. In order to successfully complete needed maintenance work it is imperative that this retirement vacancy be backfilled.

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

The City will realize savings each winter needing to contract less snow removal through private companies. Additionally, filling this position will allow the golf courses to continue to maximize revenues realized when playing conditions are acceptable to the golfing public. Reducing the golf maintenance staff by even one position will have a dramatic negative impact on playing conditions and revenue will be lost because golfers will choose to play elsewhere.

(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?

Since February 15, 2022 approximately 129.9 hours of overtime are attributable to this position being vacant however much of the work of this position is just not getting done. We are not budgeted for the overtime so we try and keep it to a bear minimum.

(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.

The spring, summer, and fall workload has remained fairly consistent over the past three fiscal years however the wintertime workload has increased due to the City installing new sidewalks, parking lots, and other areas needing snow removal.

(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 this position will increase the subsidy needed to operate the golf courses. The past couple of fiscal years we have been able to dramatically reduce the golf budget subsidy. We want to continue that trend. Having poor playing conditions will move the trend back in a negative direction and ultimately cost the tax payers

more money while providing less quality playing conditions. All maintenance tasks noted in question number one would be completed at lower frequencies.

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

In many cases the maintenance tasks that this position would complete will not be addressed until the person returns from vacation. There are a few core tasks that must be completed each day such as mowing greens but many other tasks such as mowing rough will have to wait until staffing is sufficient to work on these items.

(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 is supporting a crew already in place.

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

This position is equally as important as every other maintenance position in the Leisure Services Department.

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

This position would support the City of Waterloo Plan:

Strategy 1.7- Seek ways to create a live, work, learn, and play environment with amenities that attract and retain population in Waterloo.

Strategy 4.5- Maintain facilities that support quality of place.

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 Career Opportunities, reviewing the Golf Course Maintenance II 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 ????

CIVIL SERVICE NOTICE
CITY OF WATERLOO, IOWA
OPEN EXAMINATION

GOLF COURSE MAINTENANCE II

DEPARTMENT	:	**LEISURE SERVICES**
SALARY	:	**$30.35 with $1.00 increase after 6-month probation**
FLSA	:	**NON-EXEMPT**
CIVIL SERVICE	:	**INCLUDED**
BARGAINING UNIT	:	**CONSTRUCTION & PUBLIC EMPLOYEES LiUNA Local #177**

GENERAL STATEMENT OF DUTIES

Performs duties relating to maintenance and operation of an eighteen-hole municipal golf course. The work is performed under the general direction of the Golf Course Maintenance III (Greenskeeper) and Assistant Park Superintendent. If working weekends or in absence of Golf Maintenance III, will assume supervisory responsibilities. May supervise part time and seasonal employees.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

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

1. Operates and maintains specialized golf course turf equipment and irrigation system.
2. Applies pesticides, insecticides and other chemicals in the care of golf course vegetation.
3. Assists Golf Maintenance III in supervision of a crew involved in daily golf course maintenance operations.
4. Diagnoses and treats turf insect and disease problems.
5. Trims and prunes small trees and bushes on golf course and assists forestry crew on larger projects.
6. Moves tee markers, cuts cups, adjusts mowers, operates weed eater and repairs equipment.
7. Rakes turf and sand traps and rolls sod.
8. Organizes and completes golf course projects and programs in absence of Golf Maintenance III.
9. Prepares written records and reports.
10. Operates golf maintenance equipment either riding or on foot.
11. Performs golf course maintenance on uneven ground and while golfers are on course.
12. Works in trenches to perform irrigation system repairs; confined space entry when working in water pits and manholes for irrigation system.
13. Participates in department preventive maintenance program for vehicles and equipment.
14. Responds to questions from the public concerning golf course maintenance.
15. Directs the work of part time and seasonal workers as assigned.
16. Workload varies and may be repetitive.
17. If assigned to work weekends, will assume supervisory duties.
18. Works independently and with others with minimum supervision.
19. Attends work regularly at the designated place.

and time.

20. Works outside in all weather conditions; works near moving vehicles and equipment; operates equipment and tools that cause vibration; exposed to pesticides, insecticides and other chemicals; noise level is often loud.

21. Performs all work duties and activities in accordance with City policies, procedures and OSHA, City and Leisure Services safety rules and regulations.

22. Performs all other duties as assigned.

REQUIRED KNOWLEDGE & ABILITIES

1. Knowledge of and ability to diagnose and treat turf insect and disease problems as they affect golf courses.

2. Thorough knowledge of the techniques and principles of golf course management and maintenance.

3. Knowledge of occupational hazards and safety procedures of golf course work.

4. Ability to operate golf course maintenance equipment such as riding mower, tractor, cultivator, loader, chemical sprayer, backhoe, trencher and other specialized golf equipment for four to six hours at a time.

5. Ability to plan, assign and supervise part time and seasonal employees.

6. Ability to express ideas orally and in writing.

7. Ability to understand chemical hazard labels and keep chemical spraying records.

8. Ability to exercise independent judgment in completion of assigned projects.

9. Ability to respond to questions and comments from the public tactfully and politely.

10. Ability to communicate effectively and maintain working relationships with coworkers, supervisors, elected officials, golf pros and the public.

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

ACCEPTABLE EXPERIENCE & TRAINING

1. Bachelor's Degree from an accredited college or university with major course work in turf management, horticulture or a closely related field with minimum one year experience in golf course turf management

OR

Graduation from a two-year horticulture program with minimum three years' experience in golf course turf management

OR

High school graduate/G.E.D. with minimum five years' experience in golf course turf management

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. Iowa Valid driver's license and good driving record based on City of Waterloo driver performance criteria. **Iowa Class A Commercial driver's license required within 6 month probation period**. A candidate with any of the following will not be considered for employment: loss of license for any reason during the period of candidacy for employment, if the candidate remains without a valid, current license for the position when the City issues an offer of employment; loss of license, plea of guilty, plea of no contest or its equivalent or conviction for OWI, reckless driving or other major moving violation within the previous five years; four or more citations for moving violations within the previous three-year period, excluding speeding violations of 10 mph or less over the posted speed limit; three or more citations for moving violations within the previous one-year period. After appointment to the position, disciplinary action or continuing employment status may be reviewed for the following: four or more moving violations within the previous three years, three or more moving violations within the previous one year or loss of license or conviction for OWI, reckless driving or other major moving violation 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.

3. State of Iowa Commercial Pesticide Applicators License for ornamental turf.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient strength and flexibility to perform assigned tasks.

2. Sufficient speech and hearing that permits the employee to communicate effectively with coworkers and the public.

3. Sufficient depth perception, distance and peripheral vision to safely operate vehicles and equipment in all weather conditions and to observe distance of golfers; sufficient color vision to note flag and tee markers and observe and diagnose turf diseases; sufficient dexterity to safely operate powered and manual golf course maintenance tools and equipment; sufficient hearing to understand verbal instructions, respond to questions from the public, diagnose equipment malfunctions and hear warnings of golfers.

4. Sufficient mobility that permits the employee to operate required equipment safely in all types of weather.

MISCELLANEOUS

1. Must wear personal protective equipment such as safety shoes, safety glasses, hearing protection, gloves, protective clothing and respirator.

2. Must submit to Department of Transportation requirements including pre-employment, post-accident, reasonable suspicion, random and return-to-duty/follow-up alcohol and drug testing.

3. Following a conditional offer of employment, the City of Waterloo requires a physical examination and a drug test by a physician of the City's choice to determine if an applicant is capable of performing the essential functions of the position. Failure to pass the physical and drug test will result in withdrawal of the employment offer.

4. The City of Waterloo reserves the right to conduct a background investigation including driving, employment and education on any applicant being considered for this position. After a conditional offer of employment is made a criminal history record search may also be completed.

5. Must submit to and pass Civil Service examination procedures including a panel interview.

WORK SCHEDULE

Shift time will vary but will generally be an eight-hour shift between the hours of 5:00 a.m. and 3:30 p.m. with half-hour unpaid lunch break. May work Monday-Friday but could be scheduled to work weekends with alternate days off (i.e. Monday and Tuesday). When working the weekend schedule, will assume supervisory duties. May be required to report after damaging storms.

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 to approve Change Order No. 5 from Lodge Construction, Inc., of Clarksville, Iowa, for a net decrease of $4,790.35, 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.

City Council Meeting: 10/3/2022
Prepared: 9/21/2022

ATTACHMENTS:

Description	Type
Cont 1011_CO #5	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Wayne Castle, PLS, PE, Associate Engineer
Recommended Action:	Approve change order through DocExpress.
Summary Statement:	Approved kayak launch system changed between bidding and construction. A new system was found and required additional changes to the concrete dock.
Implementation, Accountability, and Communication:	

IOWA DOT
Form 831240 (12-20)

Accounting ID No.(5-digit number): 38164

Change Order No.: 05

CHANGE ORDER

For Local Public Agency Projects

No.: 05

Non-Substantial: ☒ Sep 14, 2022

Substantial: ☐ Administering Office Concurrence Date

Accounting ID No. (5-digit number): 38164

Project Number: TAP-U-8155(768)--8I-07

Contract Work Type: Kayak Docks, PCC Sidewalk, Parki

Local Public Agency: Waterloo

Contractor: Lodge Construction

Date Prepared: September 14, 2022

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

Removal of the out dock portion of the concrete dock construction and replacing it with a floating dock system. Removal would include a reduction in quantity for Items: 0170 (Granular Backfill), 0180 (Structural Concrete), 0190 (Reinforcing Steel) and 0500 (Kayak Launch System) and the addition of a floating dock system (Items 8010 and 8011).

B - Reason for change:

Accessibility of materials for the ADA kayak launch system that would be mounted to the fixed dock system. Material concerns within the channel area.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

These will be Division 1 Participating Items
Item 0170 Granular Backfill (Reduction) - 98 TON at $21 per ton = ($2,058.00)
Item 0180 Structural Concrete (Miscellaneous) (Reduction) - 62.7 CY at $800.00 per CY = ($50,160.00)
Item 0190 Reinforcing Steel (Reduction) - 10150 LB at $800.00 per CY = ($17,762.50)
Item 0500 ('Each' Item) (Kayak Launch System) (Reduction) - 2 at $5.250.00 each = ($10,500)
8010 - Kayak Launch and Dock System Materials (Includes 10% Markup) (Addition) - $69,010.15 LS
8011 - Kayak Launch and Dock System Freight and Installation (Addition) - $6,680 LS

D - Justification for cost(s) (See I.M. 6.000, Attachment D, Chapter 2.36, for acceptable justification):

Items (0170, 0180, 0190, 0500) - Bid Item Quantity Deductions
Item 8010 - Kayak Launch and Dock System Materials - Attached invoice with added 10% Contractor Costs
Item 8011 - Kayak Launch and Dock System Freight and Installation - Attached invoice

E - Contract time adjustment: ☒ No Working Days added ☐ Working Days added: _____ ☐ Unknown at this time

Justification for selection:
No Working days will be required as portions of the docking system were removed and are to be replaced with a new system.

Accounting ID No.(5-digit number): 38164

Change Order No.: 5

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
X		0170	GRANULAR BACKFILL	$21.00	-98.000	-$2,058.00
X		0180	STRUCTURAL CONCRETE (MISCELLANEOUS)	$800.00	-62.700	-$50,160.00
X		0190	REINFORCING STEEL	$1.75	-10,150.000	-$17,762.50
X		0500	('EACH' ITEM) KAYAK LAUNCH SYSTEM	$5,250.00	-2.000	-$10,500.00

Add Row | Delete Row | TOTAL | -$80,480.50

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
x		8010	2599-9999010	KAYAK LAUNCH AND DOCK SYSTEM MATERIALS	$69,010.15	1.000	$69,010.15
x		8011	2599-9999010	KAYAK LAUNCH AND DOCK SYSTEM FREIGHT AND INSTALLATION	$6,680.00	1.000	$6,680.00

Add Row | Delete Row | TOTAL | $75,690.15

Signatures will be applied through DocExpress.

Marina Floating Dock/ADA Kayak Launch System Change Order - 9-14-2022						
ITEM NO.	ITEM CODE	ITEM	UNIT	BID PRICE	QUANTITY INCREASE/ DECREASE	TOTAL
Reduced Quantity Items						
0170	2402-0425031	GRANULAR BACKFILL	TON	$ 21.00	98.0	$ (2,058.00)
0180	2403-0100000	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	$ 800.00	62.7	$ (50,160.00)
0190	2404-7775000	REINFORCING STEEL	LB	$ 1.75	10150.0	$ (17,762.50)
0500	2599-9999005	('EACH' ITEM) KAYAK LAUNCH SYSTEM	EACH	$ 5,250.00	2.0	$ (10,500.00)
					Subtotal	**$ (80,480.50)**
Floating Dock/Kayak Launch System						
8010	2599-9999010	KAYAK LAUNCH AND DOCK SYSTEM MATERIALS (10% Mark-Up)	LS	$ 69,010.15	1.0	$ 69,010.15
8011	2599-9999010	KAYAK LAUNCH AND DOCK SYSTEM FREIGHT AND INSTALLATION	LS	$ 6,680.00	1.0	$ 6,680.00
					Subtotal	$ 75,690.15
					Net Increase/Decrease Cost	**$ (4,790.35)**

*** Change Order Summary**

Accessibility of materials for the ADA kayak launch system. Suppliers provided in the plan set are no longer offering fixed dock connections for ADA systems. In order to meet ADA requirements a floating system was required. This change order will remove the concrete out dock portions of the concrete dock system and replace that with a floating dock system that will incorporate an ADA and a Non-ADA kayak launch system.

Supporting Information

1.) EZ Dock Kayak Launch and Dock System Materials and Freight Invoice

2.) EZ Dock kayak Launch and Dock System Layout

3.) City of Waterloo and EZ Dock Shipping and Installation Agreement/Certification Letter

4.) Previous City of Waterloo Agreements for Yearly installation and removal of other EZ Dock Systems within the City of Waterloo

Deitzz Inc.
PO Box 211
Nashua, IA 50658 US
(641) 330-0914
darin@deitzz.com
deitzz.com

INVOICE

INVOICE # 2648
DATE 08/04/2022
DUE DATE 09/01/2022
TERMS Due on receipt

BILL TO
City of Waterloo (EZ Dock)
1101 Campbell
Waterloo, IA 50677

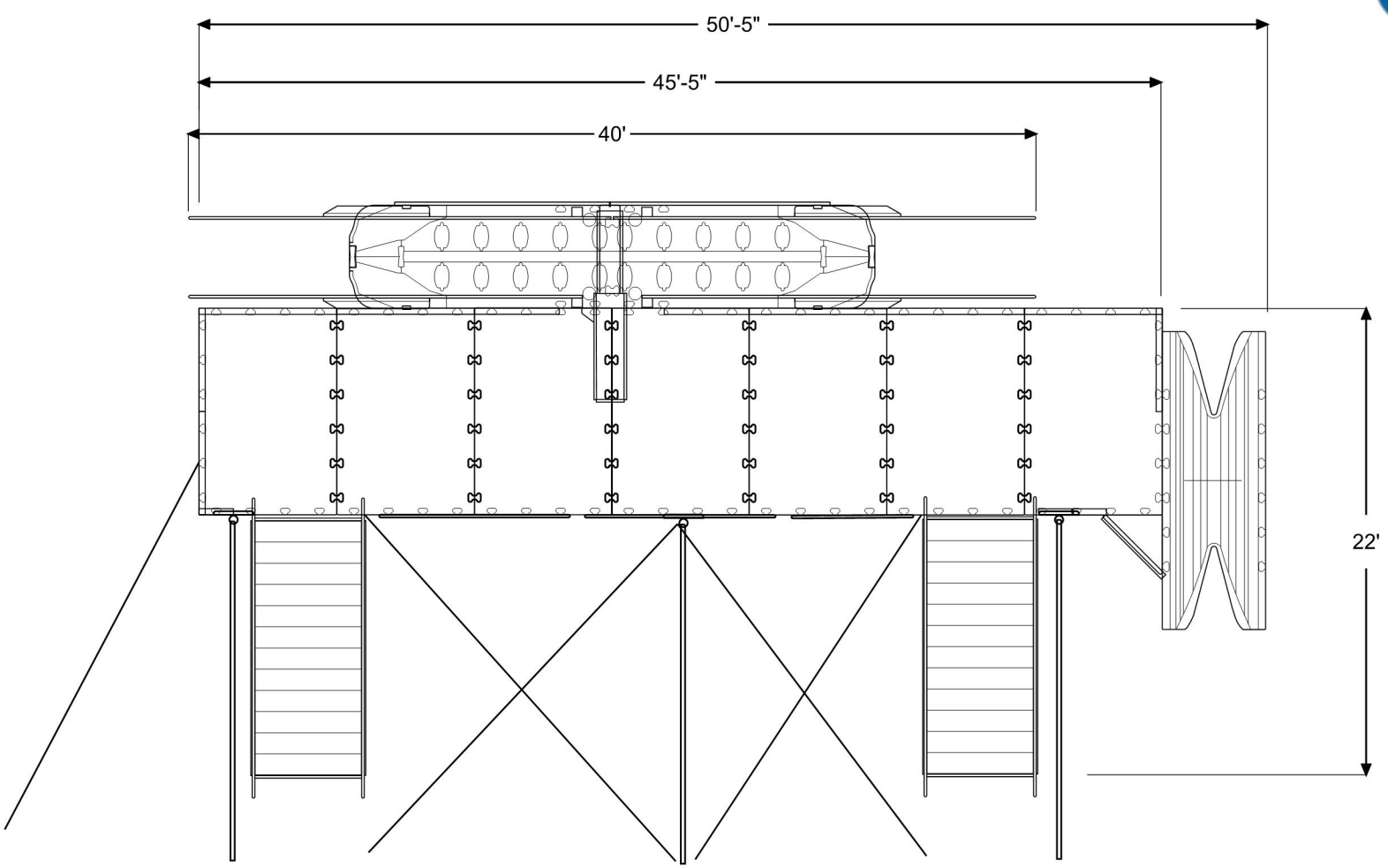
SHIP TO
City of Waterloo (EZ Dock)
1101 Campbell
Waterloo, IA 50677

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/04/2022	**EZ Dock Materials** 208010 80"x120" dock section	7	2,647.00	18,529.00
08/04/2022	**EZ Dock Materials** 500950-ASY Kit - EZ Launch Drive through w /ports	1	10,422.00	10,422.00
08/04/2022	**EZ Dock Materials** 200900 Kayak Launch Residential	1	2,108.00	2,108.00
08/04/2022	**EZ Dock Materials** 100757SS Adjustable Adaptor to Launch - Vertical pin	1	660.00	660.00
08/04/2022	**EZ Dock Materials** 5008900 Accessible system w/ Support grab rail and sign	1	5,745.00	5,745.00
08/04/2022	**EZ Dock Materials** 301100 Coupler Set	40	68.00	2,720.00
08/04/2022	**EZ Dock Materials** 300501 POE Corner Gusset	1	352.00	352.00
08/04/2022	**EZ Dock Materials** G200460 Hinge Aluminum Gangway to Float	2	508.00	1,016.00
08/04/2022	**EZ Dock Materials** G200465 Hinge Aluminum Gangway to Abutment	2	361.00	722.00
08/04/2022	**EZ Dock Materials** ADA 512 ADA Aluminum Gangway 5’ x 12’	2	5,432.00	10,864.00
08/04/2022	**EZ Dock Materials** 100700 Dead weight Bracket	3	331.00	993.00

Dock Live Load of 62.5 lbs/sqft
Low Profile Dock Live Load 30 lbs/sqft

MADE IN USA



5ft by 12ft ADA Aluminum Gangways
w/ Handrails

Project Name:
Waterloo DOT Project
Waterloo, IA
Distributor Name:
Justin Lance
ABC Boat Docks
(701) 751-8484

Drawn by: Justin Lance
Date: 8/1/2022
DWG Name: ABC_44774717517

EZ Dock, Inc
878 East Highway 60
Monett, Missouri 65708
Phone: 1 (800) 654-8168
Fax: (417) 235-2232

General Notes:

1. This drawing does not reflect anchoring. Once sufficient information & completed Proposal Request Form concerning water and bottom conditions is received, anchoring may be detailed.

2. Note: It is the dock owner/operator's responsibility to ascertain and comply with all applicable Federal, State, and local laws, ordinances and regulations, as well as all inspection, permitting and licensing requirements pertaining to the installation, application and use of EZ Dock products on the owner/operator's premises. EZ Dock, Inc. assumes no duty or responsibility with respect to the legality or compliancy of the owner/operator's chosen installation, application or use of EZ Dock products.

3. Reference EZ Dock Owner Manual for additional details.

NOTICE! Read EZ Dock Limited Warranty carefully. Among other things, EZ Dock does not warrant damages, failures or defects caused by unauthorized modification of EZ Dock Product, and/or unauthorized attachment to/of EZ Dock Product.

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/04/2022	**EZ Dock Materials** 800095-15 2" ID Post Sleeve for Stiff Arm	3	149.00	447.00
08/04/2022	**EZ Dock Materials** 124025 2 3/8" 10 Gauge x 24' Galvanized pipe	1.50	249.00	373.50
08/04/2022	**EZ Dock Materials** ABC Fab Cable Brackets for EZ Dock	1	169.00	169.00
08/04/2022	**EZ Dock Materials** Dock Curbing Plastic 2 1/2" x 3 1/2" x 116"	7	215.00	1,505.00
08/04/2022	**EZ Dock Materials** 80530SS 3" Flathead Screws for Curbing	42	6.00	252.00
08/04/2022	**EZ Dock Materials** 100912AL Railing SS 10' SOBA Aluminum	2	963.00	1,926.00
08/04/2022	**EZ Dock Materials** 100917AL Railing SS 80" SOBA Aluminum	1	648.00	648.00
08/04/2022	**EZ Dock Materials** Cable / Clamps / Fasteners / Turn Buckles	1	1,035.00	1,035.00
08/04/2022	**EZ Dock Materials** Sea Wall Stiff Arm Brackets	3	750.00	2,250.00
08/04/2022	**Freight** Freight / Delivery	1	2,780.00	2,780.00
08/04/2022	**Installation** Installation	1	3,900.00	3,900.00

Thank You for Business

SUBTOTAL	69,416.50
TAX	0.00
TOTAL	69,416.50
BALANCE DUE	**$69,416.50**

CITY OF WATERLOO, IOWA

ENGINEERING DEPARTMENT

715 Mulberry St. • Waterloo, IA 50703 • Phone (319) 291-4312 Fax (319) 291-4262
Jamie Knutson, PE • City Engineer • Email: city.engineer@waterloo-ia.org

September 02, 2022

Subject: **TAP-U-8155(768)--8I-07 – Black Hawk County Water Trail Facilities (Cedar River Marina) – EZ Dock Installation, Storage and Freight Certification Statements**

To Whom it May Concern:

Darin Dietz of Dietz Construction Incorporated, representative of EZ Dock, has agreed to install the City of Waterloo's EZ Dock floating dock and kayak launch system (as described in the attached invoice) for the agreed upon sum of $3,900. The installation will be paid as part of the **TAP-U-8155(768)--8I-07** construction project. This installation will include all required equipment, tools and labor necessary to install the EZ Dock system in coordination with and under the supervision of the City of Waterloo. This installation is expected to take place in the Summer of 2023 or the Spring of 2024. The exact date of the installation will be determined by the Park Avenue Bridge construction schedule. The bridge substructure work (piers and abutments) are currently under construction. In order to facilitate this construction, the City of Waterloo's bladder dam system, which increases the water level by approximately 4 feet in the bridge and marina project areas, is not currently operating. This system is required to be operational for the EZ Dock floating dock and kayak launch systems to be installed. If Dietz Construction were to go out of business prior to the required installation they will provide a full refund of the installation costs to the City of Waterloo prior to ceasing operations.

Prior to installation of the EZ Dock floating dock and kayak launch system, the materials will be purchased through the **TAP-U-8155(768)--8I-07** construction project. The fully purchased materials will be stored at the EZ Dock of the Great Plains distribution facility located at 4500 Carbine Drive in Bismarck, North Dakota, until the time of installation. Pictures of the complete system will be provided to the Project Engineer and City of Waterloo once all materials are on-site at the distribution facility. At the time of installation, EZ Dock of the Great Plains agrees to ship the floating dock and kayak launch system materials to the installation site for the agreed upon sum of $2,780. If EZ Dock of the Great Plains were to go out of business prior to the required installation they will ensure that the docking system is delivered to the City of Waterloo prior to ceasing operations.

INSTALLATION CERTIFICATION STATEMENT:

I understand the variability of the installation date and how it is affected by the Park Avenue Bridge construction timeline and agree to not increase the cost of installation from the agreed upon price of $3,900. Installation, as described above, will be completed when the City of Waterloo's bladder dam is inflated which will be based on the Park Avenue Bridge construction schedule.

Printed Name and Title: Darin Dietz - owner

Signature: [signature]

Date: 9-12-22

FREIGHT AND STORAGE CERTIFICATION STATEMENT:

I understand the variability of the installation date and how it is affected by the Park Avenue Bridge construction timeline and agree to not increase the cost of freight and storage from the agreed upon price of $2,780. Installation, as described above, will be completed when the City of Waterloo's bladder dam is inflated which will be based on the Park Avenue Bridge construction schedule.

Printed Name and Title: Justin Lance - Regional Sales Manager

Signature: [signature]

Date: 9-12-22

Should you have any questions, please give me a call at your convenience. We appreciate your time and cooperation in this request.

Yours sincerely,

[signature]

W. Wayne Castle, PLS, PE
Associate Engineer
City of Waterloo, Iowa
715 Mulberry Street
Waterloo, Iowa 50703
(319) 291-4312

Cedar Lake EZ Dock

PO Box 245
Nashua, IA 50658

Invoice

Date	Invoice #
5/20/2019	2184

Bill To
City of Waterloo 1101 Campbell Waterloo, IA 50701

Terms	Project
Due on receipt	

Description	Qty	Rate	Amount
Spring Dock Install		795.00	795.00

Subtotal	$795.00
Sales Tax (7.0%)	$0.00
Total	$795.00
Payments/Credits	$0.00
Balance Due	$795.00

Cedar Lake EZ Dock

2721 Amherst Blvd
PO Box 245
Nashua, IA 50658

Invoice

Date	Invoice #
10/23/2018	2152

Bill To
City of Waterloo 1101 Campbell Waterloo, IA 50701

Terms	Project
Due on receipt	

Description	Qty	Rate	Amount
Fall Dock Removal		795.00	795.00

Subtotal	$795.00
Sales Tax (7.0%)	$0.00
Total	$795.00
Payments/Credits	$0.00
Balance Due	$795.00

Deitzz Inc.
PO Box 356
Nashua, IA 50658 US
(641) 330-0914
darin@deitzz.com
www.westridgecabinetryinc.com

INVOICE

INVOICE # 2535
DATE 05/07/2021
DUE DATE 06/01/2021
TERMS Due on receipt

BILL TO
City of Waterloo (EZ Dock)
1101 Campbell
Waterloo, IA 50677

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Installation 2021 Spring Dock Install	1	795.00	795.00
	EZ Dock Materials 301100-Coupler Sets	2	58.00	116.00
	EZ Dock Materials 210250-Heavy Duty Pipe Bracket Kit	1	314.00	314.00T

Thank You for Business

SUBTOTAL	1,225.00
TAX	21.98
TOTAL	1,246.98
BALANCE DUE	**$1,246.98**

Doc Express® Document Signing History

Contract: 07-8155-768 Document: CO 5

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
09/17/2022	john senn Lodge Construction Inc Electronic Signature (Approved by Contractor)
09/19/2022	Dan Kimball AECOM - Iowa Electronic Signature (Recommended by Engineer / Approved)
	(Approved by PIRC (when applicable))
	(Approved by Administering Office or designee)
	(Approved by FHWA (when applicable))

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 9/21/2022

ATTACHMENTS:

Description	Type
Change Order #6 - 5 Bros Plaza Reno	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	B. PR 05 (Part 2): Cost for conduit lowering change - add $6,900.75.

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
City of Waterloo Sullivan Brothers Plaza Renovation, Waterloo, IA.

CONTRACT INFORMATION:
Contract For: General Construction
Project No: 21-25083
Date: February 24, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 006

Date: September 20, 2022

OWNER: *(Name and address)*
City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

ARCHITECT: *(Name and address)*
I & S Group, Inc. (ISG)
314 East 4th Street
Waterloo, IA 50703

CONTRACTOR: *(Name and address)*
Vieth Construction Corporation
6419 Nordic Drive
Cedar Falls, IA 50613

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

A. Cost for four (4) concrete Memorial Pedestals per Alternate No #1.....**Add $134,000.00**

REDUCE SPECIFIED MEMORIAL PEDESTAL ALLOWANCE FROM $134,000.00 TO ZERO. CONTRACT SUM REMAINS UNCHANGED FOR THIS PORTION OF THE CHANGE ORDER.
****

B. PR 05 (Part 2): Cost for conduit lowering change.....**Add $ 6,900.75**

TOTAL AMOUNT OF THIS CHANGE ORDER, ADD $6,900.75 TO CONTRACT SUM.

The original Contract Sum was	$	1,692,500.00
The net change by previously authorized Change Orders	$	2,091.71
The Contract Sum prior to this Change Order was	$	1,694,591.71
The Contract Sum will be increased by this Change Order in the amount of	$	6,900.75
The new Contract Sum including this Change Order will be	$	1,701,492.46

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be September 1, 2022 (per Addenda #1).

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

I & S Group, Inc. (ISG)	Vieth Construction Corporation	City of Waterloo
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Nathan Compton, Architect/Project Manager	Tony Vieth, President	Quentin Hart, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
September 20, 2022	9/22/22	
DATE	**DATE**	**DATE**

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User Notes:

CITY OF WATERLOO

Council Communication

Theatre License Permit Application

City Council Meeting: 10/3/2022
Prepared:

SUBJECT:

Theatre License Permit Application

- Mini Cinema 16, 315 E. 4th Street
- Romantix Adult Emporium, 1507 La Porte Road
- Movie Theatre, 2450 Crossroads Boulevard

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 10/3/2022
Prepared: 9/22/2022

ATTACHMENTS:

	Description	Type
🗋	City of Waterloo - 509A Application for Renewal - Submitted	Backup Material
🗋	Statement of Actuarial Opinion - FY22 - 509A	Backup Material

SUBJECT:	Motion to receive and place on file the City of Waterloo's submitted 509A Application for Renewal and Statement of Actuarial Opinion for FYE2022.
Submitted by:	Submitted By: Bridgett Wood, Finance Manager
Summary Statement:	This is for the annual self-insured group healthcare plans filing that is required to be completed within 90 days of the end of our fiscal year. We obtained the statement of actuarial opinion to be able to complete this report. It was found that our accumulated claim fluctuation reserve is sufficient to cover expected claims and expenses and that the plan's financial condition will be adequate to meet reasonably anticipated expenses.

Insurance Division

509A Application for Renewal

Submission Info

Submission Id	92eb39d2-1407-4b91-acd6-f4729a3eac93
Email	bridgett.wood@waterloo-ia.org
Group Name	City of Waterloo
Submitted Date	9/22/2022 4:55:41 PM
User	24.149.10.32
Start Date	9/22/2022 4:19:28 PM
Receipt Id	13788958
IP Address	24.149.10.32
Receipt Date	9/22/2022 4:55:41 PM
Status	Submitted
Workflow Completed Date	

Response Data

Application for Renewal

App Amount Owed:
100

Section Title: Business Information

Public Body Name:
City of Waterloo

Business Address:
715 Mulberry Street

City:
Waterloo

State:
IA

Zip Code:
50703

Section Title: Contact Information

First Name:
Bridgett

Last Name:
Wood

Position Title:
Finance Manager

City:
Waterloo

State:
IA

Zip Code:
50703

Phone Number:
319-291-4323

Email Address:
bridgett.wood@waterloo-ia.org

Certificate of Compliance

The applicant is an Iowa public body self-funding its life and/or health plan. On behalf of the applicant, I certify that the plan meets the requirements of Iowa Code sections 509A.14 and 509A.15 and applicable provisions of the Iowa Administrative Code. Pursuant to Iowa Code section 509A.15(1), I am filing this application and certificate, on behalf of the applicant, with the Iowa Insurance Commissioner. A $100 filing fee is included with the required documents.:
true

Actuarial opinion [509A.15(1)(b)]:
City of Waterloo 509a Certification 06_2022 (09-22-2022).pdf (/submissions/ia/cdca7c13-909c-458f-b021-a7274f19f37f/document/fa267222-12fc-44a5-8405-730f13f94dee)

I acknowledge that the actuarial opinion must include, but is not limited to, a brief commentary about the adequacy of the reserves, rates, and the financial condition of the plan, a test of the prior year claim reserve, a brief description of how the reserves were calculated, and whether or not the plan is able to cover all reasonably anticipated expenses. The actuarial opinion shall be prepared, signed, and dated by a person who is a member of the American Academy of Actuaries.:
true

Number of days late with respect to this filing:
0

Late Fee:
15

Plan year beginning:
07/01/2021

Plan year ending:
06/30/2022

Does the plan comply with all applicable state and federal laws?:
Yes

Does the actuarial opinion comply with the requirements contained in Iowa Code section 509A.15(1)(b)?:
Yes

Pursuant to Iowa Administrative Code rule 191-35.20(3), are state mandated benefits part of the plan design?:
Yes

Pursuant to Iowa Administrative Code rule 191-35.20(3)(g), is the plan protected by an aggregate stop-loss?:
Yes

Does it contain specific stop-loss?:
Yes

Name of Agent:
DeVonne Harford

Number of Participants (single contracts + family contracts):
570

Number of Written Complaints:
7

Third Party Administrator:
Wellmark Blue Cross Blue Shield of Iowa

Does a written complaint procedure exist pursuant to Iowa Code section 509A.15(1)(a)(3)?:
Yes

Have confidentiality of information rules been adopted pursuant to Iowa Code section 509A.15(2)?:
Yes

% of Filing Written Complaints:
0.012280701754385965

Section Title: Attestation

The applicant agrees that if the resources of the plan are inadequate to fully cover claims under the plan, then the applicant is liable for any portion of the claim that is left unpaid. The applicant also understands that the Commissioner may disapprove or issue a Notice of Hearing against the plan for failing to comply with any of the requirements of Iowa Code sections 509A.14 and 509A.15 or Iowa Administrative Code rule 191-35.20(509A). :
true

I certify, on behalf of the applicant, that the information and statements provided in this filing are true and accurate. The applicant is an Iowa public body self-funding its life and/or health plan. I certify, on behalf of the applicant, that the plan meets the requirements of Iowa Code sections 509A.14 and 509A.15 and applicable provisions of Iowa Administrative Code. :
true

Financial Summary of Revenues

Beginning Balance:
$3,595,071.44

Section Title: Total Revenues

Total Contributions:
$12,652,025.76

Interest Earned on Funds:
$0.00

Specific Stop-Loss Recoveries:
$1,387,207.18

Aggregate Stop-Loss Recoveries:
$0.00

Other Sources of Revenue:
$1,206.48

Financial Summary of Expenses

Section Title: Revenue Review

Subtotal of Total Revenues:
$14,040,439.42

Beginning Balance (Last Year's Ending Balance):
$3,595,071.44

Total Revenues Plus Beginning Balances:
$17,635,510.86

Section Title: Total Expenses

Claims Paid:
$10,335,896.79

Third Party Administrative Expenses:
$354,540.03

Specific Stop-Loss Premiums:
$1,261,195.02

Aggregate Stop-Loss Premiums:
$15,559.40

Bonding Expenses:
$0.00

Actuarial Fees:
$115.00

Surplus Lines Tax (if Applicable):
$0.00

Other Permitted Expenses (Iowa Admin Code 191-35.20):
$4,862.48

Financial Summary of Accrued Items

Section Title: Expense Review

Total Expenses Incurred:
$11,972,168.72

Total Revenues Plus Beginning Balances:
$17,635,510.86

Ending Balance:
$5,663,342.14

Section Title: Total Accrued Items

Plus Stop-Loss Premiums Due and Unpaid:
$114,661.20

Plus TPA Expenses Due and Unpaid:
$29,040.36

Plus Other Items Due and Unpaid (specify):
$5,409.81

Plus Reserve For Incurred But Unpaid Claims (IBU):
$845,340.00

Plus Claims Fluctuation Reserve (CFR):
$4,785,256.39

Less Stop-Loss Recoveries Due:
$129,365.62

Plus Actuarial Fees Due and Unpaid:
$13,000.00

Grand Total:
17635510.86-11972168.72-

Review Prior to Payment

Section Title: Accrued Review

Beginning Balance:
$3,595,071.44

Ending Balance:
$5,663,342.14

Total Accrued Items:
$5,663,342.14

Section Title: Amounts Due

Late Fee Amount Due:
$0.00

Application/Renewal Fee:
$100.00

Total Due:
$100.00

Section Title: Attestation

I certify, under penalty of perjury, that all information submitted in this application and associated attachments is true and complete. I am aware that submitting false information or omitting pertinent or material information in connection with this application is grounds for license revocation or denial of the license and may subject me to civil or criminal penalties.:
true

Section Title: Fee Acknowledgement

The fee associated with this application is $100.:
true

All payments have a $1.50 IOWAcess fee and a $.09 epayment fee. Credit card payments have an additional credit card fee of 2.5% of the total. :
true

Once I submit this form, all fees paid are non-refundable.:
true

Data Fields

Days Late	0
Late Fee	15
participants	570
complaints	7
begin balance	$3,595,071.44
Total Contributions	$12,652,025.76
Interest Earned	$0.00
Specific Stop	$1,387,207.18
Aggregate Stop	$0.00
Other Source	$1,206.48
claims paid	$10,335,896.79
third party	$354,540.03
specific premiums	$1,261,195.02
aggregate premiums	$15,559.40
bonding expenses	$0.00
actuarial fees	$115.00
surplus lines	$0.00
other expenses	$4,862.48
plus stop	$114,661.20
plus tpa	$29,040.36
plus other	$5,409.81
plus reserve	$845,340.00
plus claims	$4,785,256.39
less stop	$129,365.62
plus actuarial fees	$13,000.00
total rev	$17,635,510.86
total exp	$11,972,168.72
total accrued	$5,663,342.14
late amount	$0.00
app amount	$100.00
app renew	100
Group Name	City of Waterloo

IfLate	
last name	Wood
Name	Bridgett
Address1	715 Mulberry Street
Address2	
City	Waterloo
State	IA
Zip	50703
Phone	319-291-4323
Email	bridgett.wood@waterloo-ia.org
CompanyName	

Workflow Info

Review Step (https://appengine.egov.com/apps/ia/92eb39d2-1407-4b91-acd6-f4729a3eac93/0c125243-af3f-48e8-87f1-f9f2a98d83f9)

:
9/22/2022 9:55:42 PM

:
Application Submitted

:
24.149.10.32

:

:
Submitted

:
9/22/2022 9:55:42 PM

:
Email Sent

:
System

:
Email message sent to bridgett.wood@waterloo-ia.org.

:
Submitted

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707 State Road
Princeton, NJ 08540
USA

609-436-4874
www.ajg.com

Gallagher

Insurance I Risk Management I Consulting

Statement of Actuarial Opinion

City of Waterloo, IA

I, Christopher Diorio, a Member of the American Academy of Actuaries and an Associate of the Society of Actuaries, am employed by GBS Healthcare Analytics, a division of Gallagher Benefit Services, Inc. I meet the Qualification Standards for health plan valuations and experience analyses set forth by the American Academy of Actuaries.

I have been retained by the City of Waterloo for the purpose of estimating incurred but unpaid claims and other actuarial items related to its annual 509A filing as of June 30, 2022 with the State of Iowa. My work included an evaluation of the claim payment lag and the historical financial experience. I relied upon data provided by the City and its claim administrator. I did not audit the data but I did perform reasonableness tests to verify that in the aggregate the data is reasonable.

In my opinion, the amounts held for reserves for incurred but unpaid claims and claim fluctuation reserves are computed using sound actuarial methods consistently applied and are fairly stated in accordance with sound actuarial principles. These figures are based on actuarial assumptions that are appropriate to financial statements prepared in accordance with State law and reasonable provision has been made for all actuarial reserves and related items that I believe are necessary.

Furthermore, it is my opinion that, as of June 30, 2023, the plan's funding rates, taken in combination with the accumulated claim fluctuation reserve of $4.8 million, are sufficient to cover expected claims and expenses, and the plan's financial condition will be adequate to meet reasonably anticipated expenses.

If there are any questions related to this Opinion, I can be reached at the address and number shown on the letterhead above.



Christopher Diorio, ASA, MAAA
Consulting Actuary

Date: September 21, 2022

City of Waterloo, IA

I. CLAIM RESERVES AND LIABILITIES

A. BACKGROUND

With a self-insured group medical plan, the plan is liable for all claims incurred under the plan, not just those that are processed for payment during the course of the plan year. The difference between when claims are incurred versus when they are paid is due to the lag in time between the day a service is provided and the date the claim is paid. The lag is due to:

1. The time that elapses between when medical services or goods are provided and when those services are billed (billing lag);
2. The time that passes between the billing to the patient and/or the provider network and the submission of the claim to the claims administrator (report lag);
3. The time that elapses between the receipt of the claim and the final adjudication of the claim (payment lag)

At each step, there may also be a mail delay.

The purpose of calculating claim reserves and liabilities is primarily to estimate the plan's liabilities for those claims that have been incurred but not yet paid. To do this, we analyze past patterns of length of total claim payment lag and project the amount of liability as of the end of the accounting period. For this report, this is June 30, 2022.

B. ANALYSIS OF CLAIM LAG

The first step in the process is to evaluate the historical pattern of claim payments. The result of this step is a lab chart showing the expected percentage of all the claims incurred in a given month that will have been paid by the end of each successive month. These percentages are known as completion factors. The results for the City of Waterloo are shown in the lag chart.

C. CALCULATION OF CLAIM LIABILITY

Next, the actual claims paid are sorted by incurred month, and the results for each month are divided by the appropriate completion factors to get expected incurred claims for each month. For the most recent months, the completion factors tend to be very small and unreliable, so the expected incurred clams are usually set by trending recent experience. The preliminary medical reserve estimate for each month is then developed by subtracting the claims already paid from the expected incurred claims for that month. Summing these results over all months yields the unadjusted medical reserve estimate.

The pharmacy lag data for the City of Waterloo suggests that all claims are paid in the month after they are incurred, so we hold 1/2 of a month’s worth of claims as the pharmacy component of the total reserve. We also hold 1 month's worth of dental claims in reserve. A 10% margin was included on all coverages. Combining the medical, pharmacy, dental and vision reserves yields the final claim reserve.

City of Waterloo, IA

II. ADEQUACY OF RATES & FUNDING

A. HISTORICAL

The historical experience for the period ending June 30, 2022 was evaluated to determine the financial results and funding adequacy for that policy period. The results are shown in the following tables:

Table 2
Experience Evaluation for July 1, 2021 through June 30, 2022

Contributions	$12,652,026
Less: Net Claims Incurred (1)	$8,958,083
Less: Expenses	$1,636,272
Plus: Investment Earnings	$0
Addition (Reduction) to Claim Fluctuation Reserve	$2,057,671

(1) Net Claims Incurred = Paid Claims of $10,335,897 less ISL recovery of $1,206 plus a reserve change of $9,393

B. EXPERIENCE PROJECTION

We are projecting the future experience to determine the rate adequacy for the new policy year as shown in the following table:

Table 3
Experience Projection for July 1, 2022 through June 30, 2023

Contributions	$12,426,048
Less: Net Claims Paid	$9,583,557
Less: Expenses	$2,015,022
Plus: Investment Earnings	$0
Addition (Reduction) to Claim Fluctuation Reserve	$827,469

Projection Assumptions:

1. Average of 564 covered employees
2. Investment Return of 0% per year
3. Medical and Rx trend at 6.3% Dental and Vision trend at 3.0%
4. Contribution Rates (medical, dental vision) effective 7/1/2022 as follows:

Single	$846
Family	$2,115

Based on this analysis, we conclude that the rates for the coming year, when taken in conjunction with the $4,785,256 claim fluctuation reserve, will be adequate.

Gallagher

Insurance | Risk Management | Consulting

City of Waterloo

IBNR Analysis

Based on Medical Claims Paid Through June 30, 2022

Incurral Month	Exposure Unit	Paid to Date Claims by Incurral Date	Completion Factor	Incurred Claims	Outstanding Claim Reserve	Outstanding Claim Reserve	Monthly Paid Claims	Paid to Date Claims Per Unit	Incurred Claims Per Unit	Rolling Twelve Months Incurred Claims Per Unit	Months Incurred Claims Per Unit	Rolling Three Months Incurred Claims Per Unit
	(Employees)		6 of 8 Months Averaging		(Before Margin)	(Margin Applied)		PEPM	PEPM	PEPM	PEPM	PEPM
Jul-20	606	$1,494,325	1.0000	$1,494,325	$0	$0	$166,486	$2,466	$2,466			
Aug-20	602	$660,786	1.0000	$660,786	$0	$0	$659,196	$1,098	$1,098			
Sep-20	602	$831,303	1.0000	$831,303	$0	$0	$646,731	$1,381	$1,381			$1,650
Oct-20	601	$949,849	1.0000	$949,849	$0	$0	$923,673	$1,580	$1,580			$1,353
Nov-20	603	$647,036	1.0000	$647,036	$0	$0	$793,361	$1,073	$1,073			$1,345
Dec-20	601	$829,019	1.0000	$829,019	$0	$0	$766,208	$1,379	$1,379		$1,497	$1,344
Jan-21	597	$603,937	1.0000	$603,937	$0	$0	$655,934	$1,012	$1,012		$1,254	$1,155
Feb-21	589	$672,953	1.0000	$672,953	$0	$0	$702,752	$1,143	$1,143		$1,262	$1,178
Mar-21	593	$717,652	1.0000	$717,652	$0	$0	$646,429	$1,210	$1,210		$1,233	$1,121
Apr-21	590	$681,982	0.9996	$682,277	$296	$325	$774,082	$1,156	$1,156		$1,162	$1,170
May-21	585	$560,821	0.9997	$560,974	$153	$168	$616,117	$959	$959		$1,144	$1,109
Jun-21	584	$663,678	0.9996	$663,931	$253	$278	$468,934	$1,136	$1,137	$1,302	$1,103	$1,084
Jul-21	577	$468,210	0.9996	$468,405	$195	$214	$806,305	$811	$812	$1,163	$1,071	$970
Aug-21	575	$607,042	0.9997	$607,203	$161	$178	$1,210,507	$1,056	$1,056	$1,160	$1,056	$1,002
Sep-21	572	$558,453	0.9995	$558,734	$281	$309	$539,977	$976	$977	$1,127	$1,017	$948
Oct-21	570	$896,784	0.9994	$897,363	$579	$637	$735,490	$1,573	$1,574	$1,124	$1,085	$1,202
Nov-21	573	$640,639	0.9991	$641,221	$582	$640	$775,737	$1,117	$1,118	$1,128	$1,112	$1,223
Dec-21	569	$783,057	0.9994	$783,564	$507	$558	$731,453	$1,376	$1,377	$1,127	$1,151	$1,356
Jan-22	567	$808,607	0.9960	$811,836	$3,229	$3,552	$584,848	$1,426	$1,432	$1,162	$1,255	$1,309
Feb-22	569	$542,200	0.9944	$545,261	$3,061	$3,367	$711,128	$952	$958	$1,146	$1,239	$1,255
Mar-22	570	$845,207	0.9888	$854,779	$9,572	$10,529	$613,974	$1,482	$1,499	$1,170	$1,326	$1,296
Apr-22	569	$535,373	0.9704	$551,697	$16,324	$17,957	$907,335	$941	$970	$1,155	$1,225	$1,142
May-22	566	$596,928	0.8773	$680,422	$83,494	$91,844	$557,186	$1,055	$1,202	$1,175	$1,240	$1,224
Jun-22	564	$101,524	0.1351	$751,329	$649,805	$714,785	$703,523	$180	$1,332	$1,191	$1,232	$1,167
Jul-20 to Jun-22	**13,995**	**$16,697,364**	**95.60%**	**$17,465,855**	**$768,491**	**$845,340**	**$16,697,364**	**$1,193**	**$1,248**			

12 Months Incurred Claims PEPM - 6/1/2021 to 5/31/2022	$1,175
Midpoint of Experience Period	12/1/2021
Midpoint of Rating Period	6/15/2022
Months to Trend	6.5
Assumed Annual Trend	5.70%
Underwriting Adjustment	1.10
PEPM Trended Claims for June 2022	$1,332

Base Claim Reserve @ 6/30/2022	$768,491
6-Month Average Monthly Paid Claims	$679,666
Reserve Expressed as Months of Claims	1.13
Margin Used	10.00%

This analysis is for illustrative purposes only, and is not a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information or further details in this regard.

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CITY OF WATERLOO

Council Communication

Bonds.

City Council Meeting: 10/3/2022
Prepared:

ATTACHMENTS:

	Description	Type
🗋	Bonds for council approval 10.03.2022	Backup Material

SUBJECT: Bonds.

BONDS FOR COUNCIL APPROVAL
October 3, 2022

RIGHT OF WAY CONSTRUCTION BOND		AMOUNT $15,000.00
72489390	TOP NOTCH TILE, LLC	WATERLOO, IA

CITY OF WATERLOO

Council Communication

Waterloo Regional Airport improvements to Hangar No. 4, CSVI Project No. 9-I-220-ALO-200, Contract No. 3345.

City Council Meeting: 10/3/2022
Prepared: 9/21/2022

ATTACHMENTS:

Description	Type
Bid Tabulation	Backup Material
Modern Builders Bid Documents	Backup Material
Woodruff Construction Bid Documents	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 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.

Submitted by: Submitted By: Keith Kaspari, Airport Director

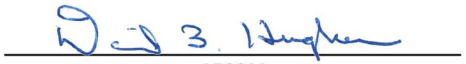
Recommended Action:

TABULATION OF BIDS
WATERLOO REGIONAL AIRPORT
HANGAR NO. 4 REHABILITATION (OFFICE AREA)
FY 2022 CSVI PROJECT
September 29, 2022

				ENGINEER'S ESTIMATE		Woodruff Construction **		Modern Builders	
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	HVAC Demolition	LS	1	$ 2,500.00	$ 2,500.00	$ 1,871.20	$ 1,871.20	$ 6,100.00	$ 6,100.00
2	HVAC Ductwork	EA	1	$ 10,000.00	$ 10,000.00	$ 8,860.00	$ 8,860.00	$ 12,600.00	$ 12,600.00
3	HVAC Roof Top Unit including Gas Piping	EA	1	$ 1,000.00	$ 1,000.00	$ 5,975.00	$ 5,975.00	$ 3,500.00	$ 3,500.00
4	Wall Removal and Asbestos Abatement	SFT	744	$ 15.00	$ 11,160.00	$ 14.70	$ 10,936.80	$ 13.00	$ 9,672.00
5	Drywall Installation and Insulation	SFT	760	$ 14.00	$ 10,640.00	$ 82.00	$ 62,320.00	$ 11.50	$ 8,740.00
6	Remove and Dispose Asbestos Floor Tile	SFT	25	$ 15.00	$ 375.00	$ 1,075.00	$ 26,875.00	$ 9.40	$ 235.00
7	Replace Ceiling Lights with LED	EA	28	$ 900.00	$ 25,200.00	$ 430.00	$ 12,040.00	$ 943.00	$ 26,404.00
8	Electrical System Replacement	SFT	1,650	$ 8.00	$ 13,200.00	$ 11.47	$ 18,925.50	$ 8.61	$ 14,206.50
9	Telecom System Replacement	SFT	1,650	$ 6.00	$ 9,900.00	$ 4.30	$ 7,095.00	$ 3.20	$ 5,280.00
10	Replace Suspended Ceiling	SFT	1,650	$ 6.50	$ 10,725.00	$ 6.45	$ 10,642.50	$ 6.60	$ 10,890.00
11	Paint Drywall and Interior CMU	SFT	2,800	$ 2.50	$ 7,000.00	$ 1.90	$ 5,320.00	$ 3.00	$ 8,400.00
12	Replace Carpet	SFT	1,500	$ 12.00	$ 18,000.00	$ 7.98	$ 11,970.00	$ 12.60	$ 18,900.00
13	Remodel Bathrooms	SFT	150	$ 150.00	$ 22,500.00	$ 150.75	$ 22,612.50	$ 143.67	$ 21,550.50
14	Replace Flooring in Bathrooms	SFT	150	$ 15.00	$ 2,250.00	$ 33.75	$ 5,062.50	$ 40.00	$ 6,000.00
ADD ALTERNATE NO. 1									
1	Replace Gas Service from New Meter	LS	1	$ 6,000.00	$ 6,000.00	7950	$ 7,950.00	4890	$ 4,890.00
				Total Base Bid	$ 150,450.00		$ 210,506.00		$ 152,478.00
				Total Add Alternate Bid	$ 6,000.00		$ 7,950.00		$ 4,890.00
				Total Base Bid + Add Alternate	$ 156,450.00		$ 218,456.00		$ 157,368.00
				Bid Bond	5%	Bid Bond	5%	Bid Bond	5%

** Corrected math unit cost extensions on Modern Builders (Line Items 5 and 6) and Total Base Bid Sum

TABULATED BY:



AECOM

Modern Builders, Inc.
201 Main Street
P.O. Box 418
Janesville, IA 50647

Bid For:

Hangar No. 4 Improvements (2022)
Waterloo Regional Airport
City of Waterloo, Iowa

IDOT CSVI 9I220ALO200
Contract No. 3345

Modern Builders, Inc.
201 Main Street
P.O. Box 418
Janesville, IA 50647

Bid Security For;

Hangar No. 4 Improvements (2022)
Waterloo Regional Airport
City of Waterloo, Iowa

IDOT CSVI 9I220ALO200
Contract No. 3345

FORM OF BID OR PROPOSAL

HANGAR NO. 4 IMPROVEMENTS (2022)
WATERLOO REGIONAL AIRPORT
In the City of Waterloo, Iowa

IDOT CSVI 9I220ALO200
CONTRACT NO. 3345

Honorable Mayor and City Council
Waterloo, Iowa

Gentlemen:

1. The undersigned, being a Corporation existing under the laws of the State of Iowa, ~~a Partnership consisting of the following partners:~~ _____, having familiarized (himself) (themselves) (itself) with the existing conditions on the project area affecting the cost of the work, and with all the contract documents listed in the Table of Contents and Addenda (if any), as prepared by AECOM now on file in the office of the City Clerk, City Hall, Waterloo, Iowa, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment, and services, including utility and transportation services required to construct and complete this **HANGAR NO. 4 IMPROVEMENTS (2022),** all in accordance with the above-listed documents and for the unit prices for work in place for the following items and quantities:

HANGAR NO. 4 IMPROVEMENTS (2022) CSVI PROJECT NO. 9I220ALO200 IDOT CONTRACT NO. 3345					
Ref. Item	Item	Unit	Estimated Quantity	Unit Bid Price	Total Bid Price
1	HVAC Demolition	LS	1	$ 6,100.00	$ 6,100.00
2	HVAC Ductwork	EA	1	$ 12,600.00	$ 12,600.00
3	Existing Roof Top Reconnection	EA	1	$ 3,500.00	$ 3,500.00
4	Wall Removal and Asbestos Abatement	SFT	744	$ 13.00	$ 9,672.00
5	Drywall Installation and Insulation	SFT	760	$ 11.50	$ 8,740.00
6	Remove and Dispose Asbestos Floor Tile	SFT	25	$ 9.40	$ 235.00
7	Replace Ceiling Lights with LED	EA	28	$ 943.00	$ 26,404.00
8	Electrical System Replacement	SFT	1,650	$ 8.61	$ 14,206.50
9	Telecom System Replacement	SFT	1,650	$ 3.20	$ 5,280.00
10	Replace Suspended Ceiling	SFT	1,650	$ 6.60	$ 10,890.00
11	Paint Drywall and Interior CMU	SFT	2,800	$ 3.00	$ 8,400.00
12	Replace Carpet	SFT	1,500	$ 12.60	$ 18,900.00
13	Remodel Bathrooms	SFT	150	$ 143.67	$ 21,550.50
14	Replace Flooring in Bathrooms	SFT	150	$ 40.00	$ 6,000.00
				TOTAL BASE BID	$ 152,478.00
ADD ALTERNATE NO. 1					
1	Replace Gas Service Piping from New Meter	LS	1	$ 4,890.00	$ 4,890.00
				TOTAL ADD ALTERNATE NO. 1	$ 4,890.00
				TOTAL BASE BID PLUS ADD ALTERNATE BID NO. 1	$ 157,368.00

2. It is the City's intention to evaluate bids reviewing both the Base Bid and Add Alternate Bids. The City has limited funds available and will award only what funding allows. The City reserves the right to award the contract based on the Base Bid only or the Base Bid plus any and all Add Alternate Bid Options.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Iowa)
) ss
County of Bremer)

_____, being first duly sworn, deposes and says that:

1. He is _____ (Owner, ~~Partner~~, Officer, ~~Representative, or Agent~~), of _____

Modern Builders, Inc., the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in the Proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, ~~including~~ this affiant.

(Signed) _____

Rick Stensland, President
Title

Subscribed and sworn to before me this 29th day of September, 2022

Tamara K. Kofron
Title

My commission expires _____

TAMARA K KOFRON
Notarial Seal - IOWA
Commission No. 156798
My Commission Expires July 06, 2023

Bidder Status Form

To be completed by all bidders — Part A

Please answer "Yes" or "No" for each of the following:

☑ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

☑ Yes ☐ No My company has an office to transact business in Iowa.

☑ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☑ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☑ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders — Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 1 / 11 / 1967 to 8 / 16 / _____ Address: 202 Main Street
City, State, Zip: Janesville, IA 50647

Dates: 8 / 16 / _____ to present / _____ / _____ Address: 201 Main Street
City, State, Zip: Janesville, IA 50647

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____
City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders — Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

_____

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders — Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Modern Builders, Inc.

Signature: _____ Date: 9/29/22

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

309-6001 (09-15)

Form 730007WP 7-97

Page# 1

Contractor Modern Builders, Inc.

Project# 3345

County Bremer

City Janesville

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

(To Be Completed By All Bidders per the Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED
		None				

Total dollar amount proposed to be subcontracted to TSB on this project $_____

List items by name to be subcontracted:

Page 4

MBE/WBE BUSINESS ENTERPRISE
PRE-BID CONTACT INFORMATION FORM

Prime Contractor Name: Modern Builders, Inc Project: Hangar No. 4, Wloo Regional Airport Letting Date: 9/29/22

NO MBE/WBE SUBCONTRACTORS: If you are NOT using any MBE/WBE subcontractors to complete this project, sign below. Attach a brief explanation as to why subcontracting was not feasible with this project. If any MBE/WBE subcontractors will be used, please use the bottom portion of this form.

Contractor Signature: _____ Title: Pres. Date: 9/29/22

SUBCONTRACTORS APPLICABLE: You are required, in order for your bid to be considered responsive, to provide the information on this form showing ALL of your MBE/WBE subcontractor contacts made for your bid submission. This information is subject to verification. Any questions should be directed to Contract Compliance Office 319-291-4429.

You are required, in order for your bid to be considered responsive, to provide the information on this Form showing your MBE/WBE Business Enterprise contacts made prior to your bid submission. This information is subject to verifications and confirmation.
If you are unable to identify MBE/WBE firms to perform portions of the work, please contact Louis Starks, Contract Compliance Officer, for assistance at (319) 291-4429.

In the event it is determined that the MBE/WBE Business Enterprise goals are not met, then before awarding the contract the City of Waterloo will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

TABLE OF INFORMATION SHOWING BIDDER'S PRE-BID
MBE/WBE BUSINESS ENTERPRISE CONTACTS

	Quotes Received				Quotation used in bid
MBE/WBE Subcontractors	**Dates Contacted**	**Yes/No**	**Dates Contacted**	**Yes/No**	**Dollar Amount Proposed to be Subcontracted**
		None			

(Form CCO-4) Rev. 06-20-02

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Modern Builders, Inc.

as Principal, and Western Surety Company

as Surety are held and firmly bound unto the City of Waterloo, Iowa, hereinafter called "OWNER." In the penal sum Five Percent (5%) of the Total Amount Bid

Dollars ($5%) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated the 29th day of September, 20 22, for Hangar No. 4 Improvements (2022), Contract No. 3345, Waterloo, IA; IDOT CSVI Project No. 9I220ALO200 _____.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Owner in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this 26th day of September, A.D. 2022.

Modern Builders, Inc. (Seal)
Principal
By _____
(Title)

Witness

Witness Sara Huston

Western Surety Company (Seal)
Surety
By _____
Anne Crowner, Attorney-in-fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Dione R Young, Craig E Hansen, Jay D Freiermuth, Stacy Venn, Cindy Bennett, Anne Crowner, Brian M Deimerly, Stacie Christensen, T Mc Culloh, Individually

of Waukee, IA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of June, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 22nd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **26th** day of **September** . **2022**

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

WOODRUFF CONSTRUCTION

1717 Falls Ave | Waterloo, IA 50701

Bid for:

Hangar No. 4 Improvements (2022)

Prepared for the City of Waterloo, Iowa
715 Mulberry Street
Waterloo, IA 50703

Bid Date: September 29, 2022

CITY OF WATERLOO
CITY CLERK'S OFFICE
SEP 29 2022 PM1:02:26

WOODRUFF CONSTRUCTION

1717 Falls Ave | Waterloo, IA 50701

Bid Security for:

Hangar No. 4 Improvements (2022)

Prepared for the City of Waterloo, Iowa
715 Mulberry Street
Waterloo, IA 50703

Bid Date: September 29, 2022

CITY OF WATERLOO

CITY CLERK'S OFFICE

SEP 29 2022 PM1:02:23

FORM OF BID OR PROPOSAL

HANGAR NO. 4 IMPROVEMENTS (2022)
WATERLOO REGIONAL AIRPORT
In the City of Waterloo, Iowa

IDOT CSVI 9I220ALO200
CONTRACT NO. 3345

Honorable Mayor and City Council
Waterloo, Iowa

Gentlemen:

1. The undersigned, being a Corporation existing under the laws of the State of IOWA, a Partnership consisting of the following partners: Woodruff Construction, having familiarized (himself) (themselves) (itself) with the existing conditions on the project area affecting the cost of the work, and with all the contract documents listed in the Table of Contents and Addenda (if any), as prepared by AECOM now on file in the office of the City Clerk, City Hall, Waterloo, Iowa, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment, and services, including utility and transportation services required to construct and complete this **HANGAR NO. 4 IMPROVEMENTS (2022),** all in accordance with the above-listed documents and for the unit prices for work in place for the following items and quantities:

HANGAR NO. 4 IMPROVEMENTS (2022) CSVI PROJECT NO. 9I220ALO200 IDOT CONTRACT NO. 3345					
Ref. Item	Item	Unit	Estimated Quantity	Unit Bid Price	Total Bid Price
1	HVAC Demolition	LS	1	$ 1,871.20	$ 1,871.20
2	HVAC Ductwork	EA	1	$ 8,860.00	$ 8,860.00
3	Existing Roof Top Reconnection	EA	1	$ 5,975.00	$ 5,975.00
4	Wall Removal and Asbestos Abatement	SFT	744	$ 14.70	$ 10,936.80
5	Drywall Installation and Insulation	SFT	760	$ 82.00	$ 2,050.00
6	Remove and Dispose Asbestos Floor Tile	SFT	25	$ 1,075.00	$ 30,100.00
7	Replace Ceiling Lights with LED	EA	28	$ 430.00	$ 12,040.00
8	Electrical System Replacement	SFT	1,650	$ 11.47	$ 18,925.50
9	Telecom System Replacement	SFT	1,650	$ 4.30	$ 7,095.00
10	Replace Suspended Ceiling	SFT	1,650	$ 6.45	$ 10,642.50
11	Paint Drywall and Interior CMU	SFT	2,800	$ 1.90	$ 5,320.00
12	Replace Carpet	SFT	1,500	$ 7.98	$ 11,970.00
13	Remodel Bathrooms	SFT	150	$ 150.75	$ 22,612.50
14	Replace Flooring in Bathrooms	SFT	150	$ 33.75	$ 5,062.50
				TOTAL BASE BID	$ 132,098.00
ADD ALTERNATE NO. 1					
1	Replace Gas Service Piping from New Meter	LS	1	$ 7,950.00	$ 7,950.00
				TOTAL ADD ALTERNATE NO. 1	$ 7,950.00
				TOTAL BASE BID PLUS ADD ALTERNATE BID NO. 1	$ 140,048.50

2. It is the City's intention to evaluate bids reviewing both the Base Bid and Add Alternate Bids. The City has limited funds available and will award only what funding allows. The City reserves the right to award the contract based on the Base Bid only or the Base Bid plus any and all Add Alternate Bid Options.

3. It is understood that the quantities set forth are approximate only and subject to variation and that the unit bid price for the work done shall govern in the actual payment to Contractor.

4. In submitting this bid, the bidder understands that the right is reserved by the City of Waterloo, Iowa, to reject any or all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond and certificate of the insurance within ten (10) days after the agreement is presented to him for signature, and start work within ten (10) days after "Notice to Proceed" is issued.

5. Security in the sum of 5% Dollars ($ 5%) in the form of Bid Bond, is submitted herewith in accordance with the INSTRUCTIONS TO BIDDERS.

6. Attached hereto is a Non-Collusion Affidavit of Prime Contractor.

7. Attached hereto is a Bidder Status Form indicating Resident Bidder Certification (X), or Non-Resident Bidder Certification (_____). (Mark one.)

8. The bidder is prepared to submit a financial and experience statement upon request.

9. The Prime Contractor and Subcontractor(s), which have performed an aggregate of $10,000.00 in work for the City in the current calendar year, are prepared to submit an AAP or Update and an EOC, within ten (10) days of notification that the bid submitted is lowest and acceptable.

10. The bidder has received the following Addendum or Addenda:

Addendum No.	Date
1	9/26/22

11. The bidder shall list the MBE/WBE subcontractor(s) amount of subcontracts and bid items on the City of Waterloo Minority and/or Women Business Pre-bid Contact Information Form submitted with this Form of Bid or Proposal. The apparent low Bidder shall submit a list of all other Subcontractor(s) to be used on this Project to the City of Waterloo by 5:00 p.m. the business day following the day Bids on this Project are due along with the Non-Collusion Affidavits of All Subcontractor(s).

    The Contractor shall submit information on subcontractors on "SUBCONTRACTOR REQUEST AND APPROVAL" Form to be provided by City prior to approval of contract.

    The subcontractors listed on this proposal and/or submitted to the Contract Compliance Officer cannot be changed except for the following reasons:

    1) The City of Waterloo does not approve the subcontractors.

    2) The subcontractors submit in writing that they cannot fulfill their subcontracts.

12. The bidder has filled in all blanks on this proposal. Those blanks not applicable are marked "none" or "NA".

13. The bidder has attached all applicable forms.

14. The Owner reserves the right to select alternates, delete line items, and/or to reduce quantities prior to the award of a contract due to budgetary limitations.

Woodruff Construction 9/29/2022

(Name of Bidder) (Date)

BY: [signature] Title NE Region President

John Mallen

Official Address: (Including Zip Code):

1890 Kountry Lane

Fort Dodge, IA 50501

I.R.S. No. 76-0721180

INFORMATION NEEDED
FOR
IOWA CONSTRUCTION SALES TAX EXEMPTION CERTIFICATE

CONTRACTOR NAME: Woodruff Construction, Inc.

ADDRESS: 1717 Falls Avenue
Waterloo, IA 50701

(Check One PRIME X
SUBCONTRACTOR _____

FEDERAL ID#: 76-0721180

PROJECT NAME: Hangar No. 4 Improvements (2022)

PROJECT CONTRACT NO.: 3345

DESCRIPTION OF WORK:

- ☐ Brickwork
- ☐ Carpentry
- ☐ Concrete
- ☐ Drywall-Plaster-Insulation
- ☐ Electrical
- ☐ Excavation/Grading
- ☐ Flooring
- ☐ Heavy Construction
- ☐ Heating-Ventilating-Air Cond.
- ☐ Landscaping
- ☐ Painting
- ☐ Paving
- ☐ Plumbing
- ☐ Roofing-Siding-Sheet Metal
- ☐ Windows
- ☐ Wrecking-Demolition
- ☒ Other (Please specify)
  General Contractor

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of IOWA)
) ss
County of BLACK HAWK)

JOHN MALLEN, being first duly sworn, deposes and says that:

1. He is (Owner, Partner, Officer, Representative, or Agent), of WOODRUFF CONSTRUCTION, the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in the Proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BRANDY LUNA
Commission Number 820800
My Commission Expires
October 22, 2022

(Signed) _____
John Mallen
NE Region President
Title

Subscribed and sworn to before me this 29th day of September, 2022

_____
Brandy Luna
Administrative Assistant
Title

My commission expires 10/22/2022.

Form 730007WP 7-97

Contractor Woodruff Construction
AECOM 60674611

Page#_____

Project# CONTRACT NO. 3345

County BLACK HAWK

City WATERLOO

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

(To Be Completed By All Bidders per the Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED
CART CONSTRUCTION	YES	9/15, 9/20, 9/26	Yes			N/A

Total dollar amount proposed to be subcontracted to TSB on this project $_____
List items by name to be subcontracted:

Bidder Status Form

To be completed by all bidders — Part A

Please answer "Yes" or "No" for each of the following:

☒ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

☒ Yes ☐ No My company has an office to transact business in Iowa.

☒ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☒ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☒ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders — Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 08 / 01 / 1990 to Present / / Address: 1890 Kountry Lane
City, State, Zip: Fort Dodge, IA 50501

Dates: 05 / 25 / 1996 to Present / / Address: 1920 Philadelphia Street, Suite 102
City, State, Zip: Ames, IA 50010

Dates: 02 / 08 / 2016 to Present / / Address: 501 Greenfield Drive
City, State, Zip: Tiffin, IA 52340

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders — Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders — Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Woodruff Construction, Inc.

Signature: _____ Date: 9/29/2022

John Mallen
NE Region President

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

309-6001 (09-15)

Additional Sheet for Bidder Status Form
(continued)

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 7 / 17 / 2017 to Present / / Address: 1717 Falls Avenue

City, State, Zip: Waterloo, IA 50701

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

☒ Yes ☐ No	My business is currently registered as a contractor with the Iowa Division of Labor.
☐ Yes ☐ No	My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
☐ Yes ☐ No	My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
☐ Yes ☐ No	My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
☐ Yes ☐ No	My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
☐ Yes ☐ No	My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
☐ Yes ☐ No	My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
☐ Yes ☐ No	My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
☐ Yes ☐ No	My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
☐ Yes ☐ No	My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
☐ Yes ☐ No	My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

9/29/2022

MBE/WBE BUSINESS ENTERPRISE
PRE-BID CONTACT INFORMATION FORM

Prime Contractor Name: Woodruff Construction Project: Hangar No. 4 Improvements (2022) Letting Date: 9/29/2022

NO MBE/WBE SUBCONTRACTORS: If you are NOT using any MBE/WBE subcontractors to complete this project, sign below. Attach a brief explanation as to why subcontracting was not feasible with this project. If any MBE/WBE subcontractors will be used, please use the bottom portion of this form.

Contractor Signature: _____ Title: NE Region President Date: 9/29/2022
John Mallen

SUBCONTRACTORS APPLICABLE: You are required, in order for your bid to be considered responsive, to provide the information on this form showing ALL of your MBE/WBE subcontractor contacts made for your bid submission. This information is subject to verification. Any questions should be directed to Contract Compliance Office 319-291-4429.

You are required, in order for your bid to be considered responsive, to provide the information on this Form showing your MBE/WBE Business Enterprise contacts made prior to your bid submission. This information is subject to verifications and confirmation.
If you are unable to identify MBE/WBE firms to perform portions of the work, please contact Louis Starks, Contract Compliance Officer, for assistance at (319) 291-4429.

In the event it is determined that the MBE/WBE Business Enterprise goals are not met, then before awarding the contract the City of Waterloo will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

TABLE OF INFORMATION SHOWING BIDDER'S PRE-BID MBE/WBE BUSINESS ENTERPRISE CONTACTS

	Quotes Received				Quotation used in bid
MBE/WBE Subcontractors	**Dates Contacted**	**Yes/No**	**Dates Contacted**	**Yes/No**	**Dollar Amount Proposed to be Subcontracted**
CART CONSTRUCTION	9/15, 9/20, 9/26	Yes			N/A

(Form CCO-4) Rev. 06-20-02

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, **Woodruff Construction, Inc.**

as Principal, and **Liberty Mutual Insurance Company**

as Surety are held and firmly bound unto the **City of Waterloo,** Iowa, hereinafter called "OWNER." In the penal sum **Five Percent (5%) of the Total Amount Bid**

Dollars ($ **5%**) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated the **29th** day of **September**, 20**22**, for **Hangar No. 4 Improvements (2022), Contract No. 3345, Waterloo, IA; IDOT CSVI Project No. 9I220ALO200** .

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Owner in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this **20th** day of **September**, A.D. 20**22**.

Woodruff Construction, Inc. (Seal)
Principal

By _____
JOHN M ALLEN
NE REGION PRESIDENT
(Title)

_____
Witness

_____
Witness

Liberty Mutual Insurance Company (Seal)
Surety

By _____
Stacy Venn, Attorney-in-fact

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

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

Certificate No: 8205943-190056

POWER OF ATTORNEY

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

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

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

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

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

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

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

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

By: _____
Teresa Pastella, Notary Public

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

ARTICLE IV ´ OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII ¯ Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of September, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

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

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 9/21/2022

ATTACHMENTS:

Description	Type
Downtown Urban Renewal Plan Project Amendment 2022	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 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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Staff is proposing an amendment to the Downtown Waterloo Riverfront Urban Renewal and Redevelopment Plan to include additional urban renewal projects and to update related financial summaries of bonding capacity, and project expenses. Amendments to a TIF Plan require a consultation with taxing entities, which was held on September 19th.
Data/Analysis and Strategies:	Economic Development, Strategic Plan Policies 1, 3 and 4.
Expenditure Required/Source of Funds:	None

Prepared by Aric Schroeder, City of Waterloo, 715 Mulberry Street, Waterloo, IA, 50703 319-291-4366
Return to preparer after recording.

AMENDMENT TO DOWNTOWN WATERLOO RIVERFRONT URBAN RENEWAL AND REDEVELOPMENT PLAN

RECITALS

A. Whereas on December 23, 1974, the City Council of the City of Waterloo, Iowa (the "City") adopted Ordinance No. 2723 which was amended by Resolution No. 1996-804, adopted December 16, 1996, amended by resolution 2001-394, adopted on August 6, 2001, amended by Resolution No. 2003-225, adopted on April 7, 2003, amended by Resolution No. 2011-1109, adopted December 5, 2011, amended by Resolution No. 2014-966, adopted November 10, 2014, amended by Resolution No. 2015-632, adopted August 10, 2015, and amended by Resolution No. 2017-772, adopted September 18, 2017, determining that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Downtown Waterloo Riverfront Urban Renewal and Redevelopment Plan of the City of Waterloo Iowa (the "Plan").

B. The City desires to amend the Plan again to include new urban renewal projects and to update related information in the Plan.

AMENDMENT

NOW THEREFORE, the Downtown Waterloo Riverfront Urban Renewal and Redevelopment Plan, as previously amended, is hereby further amended as follows:

1. Attachments C and D to the Plan are hereby stricken in their entirety, and the new Attachments C and D which are attached hereto are substituted in their place so that the Plan shows current information about bonding capacity and project budgets.

2. The attachments listed below, each of which is attached hereto, are included in this amendment to show compliance with procedural requirements under state law for adoption of this amendment, but do not replace or supersede similar attachments to the original Plan or any amendment thereto adopted prior to this amendment:

Attachment H (notice of consultation)
Attachment I (resolution adopting this amendment)
Attachment K (published notice of public hearing)
Attachment L (posted notice of public hearing)

3. Except as modified by this amendment, the Plan, as previously amended, shall continue unmodified in full force and effect.

PASSED AND APPROVED this _____ day of _____, 2022.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

Attachment C

City of Waterloo
Black Hawk County, Iowa

Study of Bonding Capacity as of January 1, 2019

January 1, 2019 Actual Gross Assessed Valuation	$4,043,161,870
Legal Bonding Rate	5%
Legal Bonding Limit	$ 202,158,094
Less Outstanding G.O. & Other Debt	($ 114,700,920)
Unused Gross bonding Capacity	$ 87,457,174
56.74% of legal limit	

ATTACHMENT D
DOWNTOWN URBAN RENEWAL AND REDEVELOPMENT AREA PROJECT AMENDMENT 2022

	Project Proposals	Proposed Budgets	
1)	Cedar River Upper Plaza Mall	Acquisition	$1,501,620
		City Property	$48,380
		Site Improvements	$1,800,000
		Construction	$12,400,000
		Landscaping & Public Art	$200,000
		Architectural Fees	$1,300,000
		Engineering Fees	$700,000
		Construction Administration	$400,000
		Total	$18,350,000
2)	Downtown Pedestrian Riverwalk Loop Project	Levee Construction	$650,000
		River edge/Wall Construction	$4,900,000
		Bridge Connections	$17,000
		Total	$5,567,000
3)	Wellness and Sports Complex Project	Acquisition	$2,000,000
		City Property	$250,000
		Site Improvements	$3,000,000
		Construction	$17,500,000
		Landscaping & Public Art	$150,000
		Architectural Fees	$2,600,000
		Engineering Fees	$1,500,000
		Construction Administration	$1,200,000
		Total	$28,200,000
4)	Techworks Campus Redevelopment/Hotel	Construction, Site Improvements and	$77,739,038
		Acquisition/Platting	$4,000,000
		Streetscape Improvements	
		Total	$81,739,038
5)	Downtown Parking and Cedar Valley Trolley System	Depot District Stop	$10,000
		Commercial Avenue South Stop	$10,000
		Agritrade and Expo Stop	$10,000
		Commercial Avenue North Stop	$10,000
		Mullan Avenue East Stop	$10,000
		City Transit Center Stop	$10,000
	Equipment	Purchase Eight Trolley Cars	$1,600,000
		Total	$1,660,000
6)	Public Improvements	Wayfinding & Signage	$160,000
		Commercial Street Reconstruction	$782,500
		New Street Construction	$1,100,000
		Streetscaping/Lighting	$3,440,000
		Planning	$72,798
		Skywalks	$2,000,000
		Total	$7,555,298
7)	Construction - Riverfront Renissance	Phase I	$3,500,000
		Phase II	$3,500,000
		Phase III	$3,500,000
		Phase IV	$3,500,000
		Phase V	$3,500,000
		Phase VI	$3,500,000
		Phase VII	$3,500,000
		Phase VIII	$3,500,000
		Phase IX	$3,500,000
	Site Assembly		$4,000,000
	Site Improvements		$2,000,000
	UNICUE Downtown Center		$1,300,000
	Parking		$300,000
	Plaza		$300,000
	Retail		$1,200,000
		Total	$40,600,000
8)	Downtown Gateway District	Acquisition	$3,000,000
		Infill Redevelopment	$6,000,000
		Total	$9,000,000

9)	Cedar River Dam	Construction	$3,500,000
		Engineering & Construction & Administration	$500,000
		Total	$4,000,000
10)	Grout Museum	Architectural & Engineering	$361,718
		Construction	$5,995,870
		Exhibits	$2,638,993
		Total	$8,996,581
11)	ElizabethBlake, LLC (2005 Westfield, American Pattern)	Grant	$221,350
		Rebates	$500,000
		Total	$721,350
12)	Endeavors, Ltd (former Johnstone Supply, 321 W 6th St)	Acquisition	$470,000
		Demo	$600,000
		Rebates	$200,000
		Total	$1,270,000
13)	Bread to Beer, LLC (Singlespeed, former Wonderbread, 325 Commercial)	Acquisition	$400,000
		Abatement/environmental	$10,000
		Grant	$160,000
		Additional expenses	$550,000
		Rebates	$940,699
		Total	$2,060,699
14)	Dolly James 2, LLC; Hi Yield, LLC (820-920 Sycamore apartments- six buildings)	Acquisition	$1,040,000
		Demo	$330,000
		Rebates	$809,000
		Total	$2,179,000
15)	Convention Center/Plaza/Veterans Way - City (200 W 4th) Including Skywalks and parking ramps	Bonds	$27,000,000
		Enginering/Architect Fees	$1,000,000
		Total	$28,000,000
16)	Hotel, 205 W 4th (Makenda LLC)	Bonds/TIF Rebates	$5,000,000
		Hotel/Motel	$1,500,000
		ED Grant	$450,000
		Total	$6,950,000
17)	Grand Investments, LLC (Grand Crossing Phase I - 45 W Jefferson)	*Acquisition*	$800,000
		Demo	$400,000
		Rebates	$1,900,000
		Total	$3,100,000
18)	Dolly James 2,LLC; Hi Yield, LLC (6COMM, NE corner of 6th & Commercial)	*Acquisition*	$120,000
		Demo	$80,000
		Rebates	$1,300,000
		Total	$1,500,000
19)	Commercial & Jefferson Streetscape 2019	*Design & Construction*	$1,400,000
		Total	$1,400,000
20)	Verve Kombucha	*Fire Sprinkler System*	$68,765
		Rebates	$200,000
		Total	$268,765
21)	Cedar Valley Real Estate (300 Commercial Street)	*Grant*	$300,000
		Rebates	$300,000
		Total	$600,000
22)	Crystal Distribution Acquisition	*Property Acquisition*	$650,000
		Demo	$250,000
		Total	$900,000
23)	Legal Fees, Consulting Fees, maps, marketing, materials, and related expenses	*Misc. Fees*	$700,000
		Total	$700,000
24)	Property Acquisition	*Property Acquisition*	$11,000,000
		Total	$11,000,000
25)	LSBX	*Grant*	$550,000
		Rebates	$2,200,000
		Total	$2,750,000
26)	IRD	*Bond*	$3,000,000
		Total	$3,000,000

27)	Art Bloc	*Land Grant*	$100,000
		Rebates	$1,700,000
		Total	$1,800,000
28)	WCA Parking Lot	*Construction*	$2,500,000
		Total	$2,500,000
29)	Econo Lodge	*Grant*	$35,000
		Rebates	$800,000
		Acquisition	$1,200,000
		Demo	$1,000,000
		Construction	$1,500,000
		Total	$4,535,000
30)	Former Courier Building	*Acquisition*	$950,000
		Demo	$1,000,000
		Construction	$300,000
		Rebates	$800,000
		Total	$3,050,000
31)	Westfield Lot Development	*Sewer*	$230,000
		Environmental	$10,000
		Total	$240,000
32)	Marina	*Acquisition*	$100,000
		Grant	$550,000
		Construction	$2,000,000
		Rebates	$1,300,000
		Total	$3,950,000
33)	Tech Works Campus Redevelopment/Outlots	*Infrastructure*	$2,400,000
		Grant	$1,000,000
		Rebates	$2,000,000
		Planning/Engineering	$100,000
		Total	$5,500,000
34)	Grand Crossing III	*Acquisition*	$200,000
		Rebates	$1,500,000
		Total	$1,700,000
35)	Midwest Pattern 84-180 W 11th St	*Acquisition*	$1,000,000
		Demolition	$40,000
		Total	$1,040,000
36)	Demolitions (various, such as: 100-114 E 10th St, 105 E 11th St, 100 E 9th St, 105 E 10th St, 1100 Sycamore St, 817 Bluff St, 321 W 6th St, 70-90 Sycamore St	*Demolition*	$1,500,000
		Total	$1,500,000
37)	JSA 704-706 Jefferson St	*Grant*	$230,000
		Rebates	$248,000
		Construction	$3,000,000
		Total	$3,478,000
38)	Cedar River Whitewater Course	*Local Funds*	$7,200,000
		Grant	$5,600,000
		Design/Engineering	$1,200,000
		Total	$14,000,000
39)	Bridge Lighting	*Local Funds*	$2,000,000
		Design/Engineering	$600,000
		Grant/Other Funds	$2,200,000
		Total	$4,800,000
40)			$0
		Total	$0
	Sub Total		$320,160,731

	Tax Rebate Projects	
1)	Fischels Holdings, LLC (1118 Jefferson St)	$50,000
2)	Court Square Building CO (620 Lafayette)	$10,000
3)	Hotel President Partners LP (500 Sycamore)	$200,000
4)	3 Stooges, LLC (1116-1118 Commercial)	$41,220
5)	Grand Crossing II (21 W Jefferson)	$1,100,000
6)	Park Avenue Lofts, LLC (Masonic Temple, 325 E Park)	$125,000
7)	Upper Plaza (335 Cedar Street)	$1,400,000
8)	JSA Master Development Agreement	$1,000,000
9)		
10)		
	Sub Total Tax Rebates	$3,926,220
	TOTAL	$324,086,951

CITY OF WATERLOO

Council Communication

Sewer Revenue Capital Loan Notes - The issuance of not to exceed $1,068,000 Sewer Revenue Capital Loan Notes, Series 2022D (State of Iowa Revolving Fund Loan)

City Council Meeting: 10/3/2022
Prepared: 9/23/2022

ATTACHMENTS:

	Description	Type
	Council Comm SRF Authorization of Issuance for CIPP Phase IVA 3 Project	Backup Material
	Resolution	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 instituting proceedings to take additional action for the issuance of not to exceed $1,068,000 Sewer Revenue Capital Loan Notes, Series 2022D (State of Iowa Revolving Fund Loan).
Submitted by:	Submitted By: Bridgett Wood, Finance Manager
Recommended Action:	Adopt a resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Waterloo, Iowa and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of $1,068,000 Sewer Revenue Capital Loan Notes, Series 2022D, of the City of Waterloo, Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of said Notes.
Summary Statement:	The City will use this loan to provide permanent financing for Phase IV A3 of the Collection Systems Improvement CIPP project. The notes will evidence the obligations of the City thereunder, the proceeds of which will be used to provide funds to pay the costs of the construction of Cured-In-Place-Pipe (CIPP) sanitary sewer lining located in the City of Waterloo, identified as Sewer Service Area 19. The project includes cleaning, root removal, televising, CIPP lining and lateral grouting. The cost of financing, including fees, will be 2% and the term will vary from 15 to 20 years.
Data/Analysis and Strategies:	The issuance of Capital Loan Notes commits the City to future repayment.
Implementation, Accountability, and Communication:	Repayment will be made from the Sewer fund, using sewer fees.
Expenditure Required/Source of Funds:	The principal amount plus interest will be required to be repaid in the future.
Alternative:	The City could choose not to sell the Capital Loan Notes. Not issuing the notes would create financial stress on the Sewer fund. The State of Iowa Clean Water Revolving Loan Fund is a reimbursable program that can be drawn upon during construction.

CITY OF WATERLOO
Finance Office

Mayor
QUENTIN
HART

COUNCIL
MEMBERS

JOHN
CHILES
Ward 1

JONATHAN
GRIEDER
Ward 2

NIA
WILDER
Ward 3

JEROME
AMOS, JR.
Ward 4

RAY
FEUSS
Ward 5

ROB
NICHOLS
At-Large

DAVE
BOESEN
At-Large

Council Communication
City Council Meeting: October 3, 2022
Prepared: September 23, 2022
Dept. Head Signature: Bridgett Wood

Number of Attachments: None

SUBJECT: Sewer Revolving Fund Sewer Revenue Capital Loan Notes, Series 2022D
CIPP Phase IV A3 –$1,068,000

Submitted by: Bridgett Wood, Finance Manager

Recommended City Council Actions: Adopt a resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Waterloo, Iowa and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of $1,068,000 Sewer Revenue Capital Loan Notes, Series 2022D, of the City of Waterloo, Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of said Notes.

Summary Statement: The notes will evidence the obligations of the City thereunder, the proceeds of which will be used to provide funds to pay the costs of the construction of Cured-In-Place-Pipe (CIPP) sanitary sewer lining located in the City of Waterloo, identified as Sewer Service Area 19. The project includes cleaning, root removal, televising, CIPP lining and lateral grouting.

Expenditure Required: The principal amount plus interest will be required to be repaid in the future.

Source of Funds: Repayment will be made from the Sewer fund, using sewer fees.

Policy Issue: The issuance of capital loan notes commits the City to future repayment.

Alternative: The City could choose not to sell the Capital Loan Notes. Not issuing the notes would create financial stress on the Sewer fund. The State of Iowa Clean Water Revolving Loan Fund is a reimbursable program that can be drawn upon during construction.

Background: The City will use this loan to provide permanent financing for Phase IV A3 of the Collection Systems Improvement CIPP project.

ITEMS TO INCLUDE ON AGENDA

CITY OF WATERLOO, IOWA

Not to Exceed $1,068,000 Sewer Revenue Capital Loan Notes (State of Iowa Revolving Fund Loan)

- Public hearing on the authorization of a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligation of the City thereunder.
- Resolution instituting proceedings to take additional action.

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

October 3, 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: _____

* * * * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed $1,068,000 Sewer Revenue Capital Loan Notes to evidence the obligations of the City under said Loan and Disbursement Agreement, in order to provide 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 Phase IVA-3 of the CIP Pipelining project, and that notice of the proposed action by the City Council to institute proceedings for the authorization of the Loan and Disbursement Agreement and the issuance of the Notes had been published pursuant to the provisions of Sections 384.24A and 384.83, as amended.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposal. The City Clerk advised the Mayor and the City Council that _____ written objections had been filed. The Mayor then called for oral objections to the proposal and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections
received or made, if any)

The City Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $1,068,000 SEWER REVENUE CAPITAL LOAN NOTES", and moved:

☐ that the Resolution be adopted.

☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings to the meeting to be held at _____ o'clock _____.M. on the _____ day of _____, 2022, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $1,068,000 SEWER REVENUE CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, this Council has 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 City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed $1,068,000 Sewer Revenue Capital Loan Notes to evidence the obligations of the City under said Loan and Disbursement Agreement, 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 Phase IVA-3 of the CIP Pipelining project, and has considered the extent of objections received from residents or property owners as to said

proposal and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

Section 1. That this Council does hereby institute proceedings and takes additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority in the manner required by law of not to exceed $1,068,000 Sewer Revenue Capital Loan Notes for the foregoing purpose.

Section 2. That this Council does hereby consent to the terms and conditions of the SRF Loan Program, which terms and conditions and the disclosures provided with respect thereto are hereby acknowledged, accepted and approved.

Section 3. That the Clerk, with the assistance of the City Attorney and bond counsel, is hereby authorized and directed to proceed with the preparation of such documents and proceedings as shall be necessary to authorize the City's participation in the SRF Loan Program, to select a suitable date for final Council authorization of the required Loan and Disbursement Agreement and issuance of the Note to evidence the City's obligations thereunder, and to take such other actions as the Clerk shall deem necessary to permit the completion of a loan on a basis favorable to the City and acceptable to this Council.

Section 4. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that Sewer fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above loan agreement. The amounts so advanced shall be reimbursed from the proceeds of the Loan Agreement not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the loan amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 3rd 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)

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CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 9/21/2022

SUBJECT:	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.
Submitted by:	Submitted By: Kelley Felchle, City Clerk
Recommended Action:	Approval.
Summary Statement:	The City Clerk's Office is seeking to engage CivicPlus for agenda management software and support services. This package would include agenda management, meeting minutes automation, voting automation, and timestamping meeting video footage to make it easier for staff, elected officials, and the public to search council video content when looking for dialogue on a specific agenda item. CivicPlus comes highly recommended for their lower cost and customer service. The initial cost of installation is higher than year two of service due to template design and training services that will need to be provided.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 9/6/2022

SUBJECT:	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.
Submitted by:	Submitted By: Dennis Gentz, PE, Assistant City Engineer
Summary Statement:	These construction plans have been reviewed by the Engineering Department. They appear to meet current design standards and specifications, therefore they are recommended for approval by the City Council.

Neighborhood Impact:

CITY OF WATERLOO

Council Communication

Resolution granting the Iowa Economic Development Authority certain financial assurances in conjunction with the Destination Iowa Grant application.

City Council Meeting: 10/3/2022
Prepared: 9/21/2022

ATTACHMENTS:

Description	Type
Draft Destination Iowa Application Final Draft.docx	Backup Material
Draft Resolution. Financial Assurances.Waterloo1.docx	Backup Material
Cedar Valley Destination Iowa Project List (Final).xlsx	Backup Material
Minority Impact Statement.pdf	Backup Material
Certifications and Acknowledgements.pdf	Backup Material

SUBJECT:	Resolution granting the Iowa Economic Development Authority certain financial assurances in conjunction with the Destination Iowa Grant application.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.

Destination Iowa

Funding Available through ARPA/SLFRF



PROGRAM OVERVIEW

Destination Iowa has been created to assist with funding new quality of life and expanded tourism opportunities throughout Iowa. This application form will serve three grant funds. Applicants must select one fund.

1. Economically Significant Development Fund

2. **Outdoor Recreation Fund**

3. Tourism Attraction Fund

Using the following fund descriptions, please identify the grant fund most applicable to your proposed project.

1. Economically Significant Development Fund
This fund is designed to provide grant assistance for projects that are primarily "vertical infrastructure" with a purpose of increasing tourism opportunities in Iowa. Vertical infrastructure means land acquisition and construction, major renovation and major repair of buildings, all appurtenant structures, utilities, site development, and recreational trails. There is no minimum or maximum total project cost.

- Applicants will be required to demonstrate how the project will be a draw to people from outside of the local community and/or out of state.
- Applicants will be required to demonstrate that at least 60% of the necessary funding to complete the project is secured at the time of application.
- Eligible projects can receive grant funds up to 25% of eligible project costs.
- Eligible applicants include cities, counties, not-for-profit organizations.
- Applicants must address handicapped accessibility beyond meeting minimum ADA compliance requirements.

2. Outdoor Recreation Fund
This fund is designed to encourage development and enhancements to outdoor recreation opportunities in Iowa, such as regional trail connectors and major outdoor attractions. There is no minimum or maximum total project cost. Proposals must articulate how the funding will be used to enhance tourism to the region and/or state.

- Applicants will be required to demonstrate how the project will be a draw to people from outside of the local community and/or out of state.
- Applicants will be required to demonstrate that at least 60% of the necessary funding is secured to complete the project at the time of application.
- Eligible projects can receive grant funds up to 40% of eligible project costs.
- Eligible applicants include cities, counties, not-for-profit organizations.
- Applicants must address handicapped accessibility beyond meeting minimum ADA compliance requirements.

3. Tourism Attraction Fund
This fund is designed to provide grant assistance for projects that create additional tourism opportunities, but that do not qualify for either the Economically Significant Development Fund or the Outdoor Recreation Fund. This program will provide grant funds as a reimbursement to specific eligible expenses.

- Eligible expenses include construction or remodeling, acquisition (lease, rent or purchase) of property and equipment, and related professional services such as electrical, architectural, and engineering.
- Ineligible expenses for grant reimbursement include ongoing operational costs, non-development costs, and other employee wages and benefits.
- Total grant awards will be determined based on the comprehensive proposal. A comprehensive proposal may include both eligible and ineligible expenses to convey the depth and breadth of the planned investment.
- Grant award can be up to 100% of eligible expenses for awards under $500,000. For awards larger than $500,000, the grant will be limited to the lesser of 25% of the comprehensive proposal or 100% of eligible expenditures. Proposals that commit to a larger overall investment will be eligible for a larger grant award.
- Applicants will be required to demonstrate how the project will be a draw to people from outside of the local community and out of state and must also demonstrate the ability to positively project the state's image on a national scale.
- Applicants must articulate why the project or applicant does not qualify for either the Economically Significant Development Fund or the Outdoor Recreation Fund.

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Destination Iowa Instructions and Guidelines
Iowa Economic Development Authority (IEDA) will begin accepting applications electronically on a rolling basis beginning May 9, 2022, through December 31, 2022, or until funds are exhausted. If funds are available after December 31, 2022, IEDA may announce future application deadlines. Applications are received by IEDA reviewed and scored by IEDA staff and awarded by the Director of the Authority. Please contact Alaina Santizo or Maicie Pohlman at destinationiowa@iowaeda.com with questions.

Grant Recipients
To comply with Federal guidelines, grant recipients must certify that grant funds will be incurred by December 31, 2024. Incurring funds includes executing a contract or payment agreement for a good or service, but the funds have not been paid and the good or service is not fully delivered. All grant funds must be fully expended with eligible project fully completed by June 30, 2026. To ensure projects are shovel ready, grant funds will be awarded as last dollar in, or nearly last dollar in.

Project costs incurred prior to IEDA approval will not be eligible for reimbursement under any fund. Grant funds will not be disbursed until all project financing is secured and documented. Project funds should represent a private/public partnership. Projects included in a District Plan under the Iowa Reinvestment Program are not eligible for funding under any of the funds. Projects that include a racing and gaming facility are not eligible for funding.

Completed applications should be submitted electronically to destinationiowa@iowaeda.com. IEDA staff will make every effort to accept other forms of electronic application delivery.

Security, Contracts and Reporting
IEDA reserves the right to negotiate the amount, terms, and other conditions of a grant prior to making an award. Following notification of an award, a grant agreement specifying further terms and conditions will be executed.

Upon IEDA approval, the successful applicant will receive a grant agreement via email from IEDA. The applicant has 45 working days to sign the grant agreement. If the agreement is not executed within 45 working days, IEDA reserves the right to cancel the award. IEDA, at its sole discretion, may extend the timeframe for executing the grant agreement.

Any grant agreement awarded by IEDA shall include specific provisions, terms, and conditions.

All non-federal entities that spend more than $750,000 in federal awards during the entity's fiscal year, including ARPA funds, must have a single or program-specific audit conducted for that year compliant with 2 CFR 200 Subpart F. This audit must cover the compliance of the entity with Federal statutes, regulations, and the terms and conditions of the federal award, as well as the fair presentation of the entity's financial statements, pursuant to the Uniform Guidance (2 CFR part 200).

Failure to start construction on the project within 12 months of the award may result in a reduction or termination of funding. Funds will be disbursed on a reimbursement basis. Only investments/expenses incurred after the approval date will be considered.

IEDA will not make an award if it is determined any representation, warranty, or statement made in connection with this application is incorrect, false, misleading, or erroneous in any material respect. If IEDA provided an award prior to discovery of the incorrect, false, or misleading representation, IEDA may initiate legal action to recover the awarded funds.

If awarded, grant recipients will be required to submit quarterly progress reports through April 15, 2027, per federal requirement. Failure to report as required, will result in repayment of the grant award in its entirety.

Evaluation of Applications

Applications to the program are evaluated in two stages:

Stage 1 – Eligibility

Threshold eligibility requirements are evaluated by IEDA staff and include:

- Completeness of application
- Appropriate selection of grant fund
- Eligible applicant for selected fund
- Documented project funding as required by selected fund

If an applicant fails to meet any eligibility criterion at the time an application is submitted, the application may still be reviewed but the application will not be forwarded to the scoring committee until all eligibility criteria are met. IEDA reserves the right to request additional information from applicants to evaluate applications.

Stage 2 – Evaluation

After IEDA staff has completed the eligibility review, applications will be shared with the appointed scoring committee. The scoring committee will make funding recommendations to the IEDA Director. The program is designed to assist projects in communities of all sizes. Scores will take into account the community size and resources available when assigning a numerical value to the criteria described below.

Scoring Criteria Factors Include:

1. Ability to attract tourists to the community. (0-20)
2. Project Financing – are financing sources secured and documented? Does project appear shovel ready? Is there a broad range of financial support including public and private funding? Is the applicant using a portion of ARP funding allocated to the city or county? (0-30)
3. Feasibility – Does the project have a plan to operate successfully once fully constructed? (0-15)
4. Economic Impact to region/state (0-20)
5. Strategic planning to include handicapped accessibility and other state priorities such as water quality, broadband access, geographic diversity, and rural development. (0-15)
6. Applicants to the Tourism Attraction Fund must also demonstrate the ability to positively project the state's image on a national scale (0 -10)

A minimum average score from the scoring committee of 70 is required to receive grant funding from the Economically Significant Development Fund and Outdoor Recreation Fund. A minimum average score from the scoring committee of 75 is required to receive grant funding from the Tourism Attraction Fund applicants.

Additional Information

IEDA at its sole discretion reserves the right to reject all applications; to reject individual applications for failure to meet any requirement; to award in part or total, and to waive minor defects and non-compliance. Such a waiver will not modify the program requirements or excuse the applicant from full compliance with program specifications or grant agreement requirements if the grant is awarded. Submission of an application confers no right to an award or to a subsequent grant agreement. All application submissions become the property of IEDA.

The contents of all applications will be in the public domain and will be open to inspection by interested parties subject to exemptions provided in Iowa Code Chapter 22 or other provision of law. The burden shall be on the applicant to identify and justify any legal exemptions to IEDA's obligations under Chapter 22. Exemptions must be identified at the time the application is submitted. IEDA is not obligated to award any grants under this program, to pay any costs incurred by the applicant in the preparation and submission of an application or pay any grant-related costs incurred prior to the approval date. All IEDA decisions are final.

SECTION 1 – PROJECT INFORMATION AND ELIGIBILITY

Please select one grant fund from which you are requesting assistance below.
Make note of the requirements by checking the requirements. Applications that select more than one fund will be returned to the applicant as ineligible.

Economically Significant Development Fund ☐

- Project will be a draw to the community ☐
- At least 60% of the necessary funding to complete the project is secured ☐
- Applicant is a city, county, or not-for-profit organization. ☐
- Project is primarily vertical infrastructure ☐

Outdoor Recreation Fund ☒

- Project will be a draw to the community ☒
- At least 60% of the necessary funding to complete the project is secured ☒
- Applicant is a city, county, or not-for-profit organization. ☒
- Project is a major outdoor amenity that enhances outdoor recreation ☒

Tourism Attraction Fund ☐

- Project creates or expands tourism opportunity ☐
- At least 60% of the necessary funding to complete the comprehensive proposal is secured ☐
- Applicant or project does not qualify for either the Economically Significant Development Fund or the Outdoor Recreation Fund ☐ Please describe:

Name of Project: The Cedar Valley River Experience Date Submitted: _____

Applicant Organization: City of Waterloo

Organization Type: ☒ City ☐ County ☐ Non-profit organization ☐ For-profit business

Address: 715 Mulberry Street

City: Waterloo State: IA Zip Code: 50703

Contact Person: Noel Anderson Title: Community Planning and Development Director

Telephone: 319-291-4366 Email: Noel.Anderson@waterloo-ia.com

Federal Identification Number _____

County: Black Hawk City Population 67,314

Anticipated Construction Start Date: Summer 2023

Anticipated Construction Completion: Spring 2025

Anticipated Opening Date: Summer 2026

Grant Request $5,617,620 Total Project Budget $14,044,050

Grant request and Total project budget should match the amounts shown in Section 2.

Project Address (if different from above):

Co-applicant (if applicable)

Organization: City of Cedar Falls

Address: 220 Clay Street

City: Cedar Falls State: IA Zip Code: 50613

Contact Person: Ron Gaines Title: City Administrator

Telephone: 319-273-8600 Email:ron.gaines@cedarfalls.com

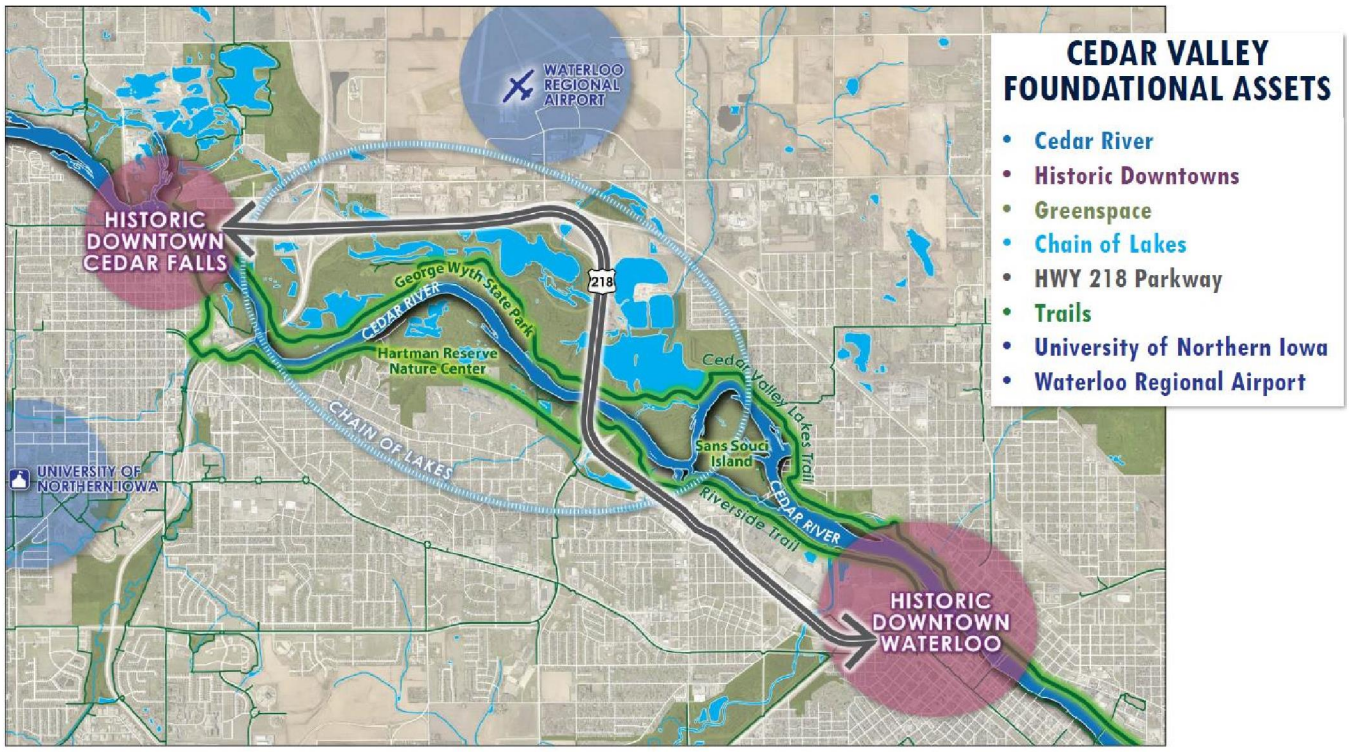
Federal Identification Number: EGCPJFKF3NC9

Project Description

Describe the proposed project in detail. Insert renderings and/or photos illustrating the proposed project.

River recreation is one of the fastest growing outdoor sports in the country and whitewater structures are an emerging trend to provide river-related recreation near population centers. Riverside fishing and habitat improvements are a way to preserve and enhance existing fishing and habitat resources. Iowa contains low head dams that are obsolete, creating safety hazards and impeding aquatic species migration and promulgations. Diverse communities varying in population and geographic characteristics are turning back to their rivers as a source of recreation, education, environmental improvement, and local pride. River attractions and parks bring citizens of all ages and across all socio-economic lines. The operation of river attractions and parks around the country has shown that these types of projects provide several benefits including new recreational opportunities, economic stimulus, enhanced aquatic habitat, fish passage, and environmental education opportunities.

Since the founding of the City of Cedar Falls and Waterloo, the Cedar River has been a key fixture in its community. It has tied the two cities and the region together, serving as a key connector. During much of the region's early development, the river was seen as a source to be taken advantage of. For some time, this led to an abuse of this great resource. This project is focused on bringing back and revitalizing the opportunities on and around the Cedar River to create an oasis of opportunity. This project contains multiple objectives designed to enhance the foundational connection between the two cities, the Cedar River.



The development of the Cedar River has long been considered a critical priority in the region. For over ten years, the region has been working to develop the Cedar Valley Water Trails Masterplan. In 2022, the region will receive designation as an official water trail. With its designation, the two cities are ready to bring to life the plan and move forward with creating a destination unlike any other in the region. Furthermore, in January of 2022, Iowa Northland Council of Governments in partnership with Grow Cedar Valley and Deere Corporation began a placemaking project focused on developing a vision and strategy for enhancing and amplifying the Cedar Valley's assets from the viewpoint of the State of Iowa and the Midwest, using the Cedar River as the key link between the two. The plan's focus is on supporting the hospitality, cultural, and retail economic bases in order to help attract and retain workforce in the Cedar Valley. In addition, the plan will maintain and improve the economies by increasing diversity of destinations, focusing on downtowns, underscoring recreational opportunities, and creating environmentally sustainable development along the river. The completed plan is attached to the application and is the basis for this application.

The vision of these two plans provides us with the impetus to bring to life the Cedar River Initiative that will provide the region with a foundation to bring to life the Cedar River as a place that will attract visitors from around the Midwest to take advantage of all the recreational opportunities available. Our vision of the Cedar Valley is a connected regional community and economic development unit, united around a shared natural asset: The Cedar River. The initiative includes anchor projects in each of the city's downtown areas and complements them with connector projects to help bring the two together. Overall, the goals of the project are to:

- **Promote** Cedar Falls & Waterloo's unique position in the State of Iowa as two distinctive yet connected communities.
- **Elevate** our natural assets, resources, and cultural amenities at a regional, state, and national scale.
- **Transform** the Cedar Valley into a magnet for great talent retention and recruitment.
- **Enhance** our regional economic impact & growth.

The project is further enhanced with emerging projects that will only solidify the development of the Cedar River. Those include the Waterloo Marina and Cedar Falls Whitewater course. The Waterloo

Marina has begun construction, and it will include river excavation, construction of a docking system for recreational boaters, as well as a parking lot, street lighting, and decorative walking paths for waterfront access. The Cedar Falls Recreation River project was recently awarded an Economic Development Administration (EDA) grant to provide a new whitewater course and amenities right alongside the downtown. The new whitewater course will include upstream and downstream features with a new plaza and parking for kayakers, boaters, and spectators. In sum, the two cities have already invested over $6.8 million into the development of the river.

Figure 1: Waterloo Marina Design

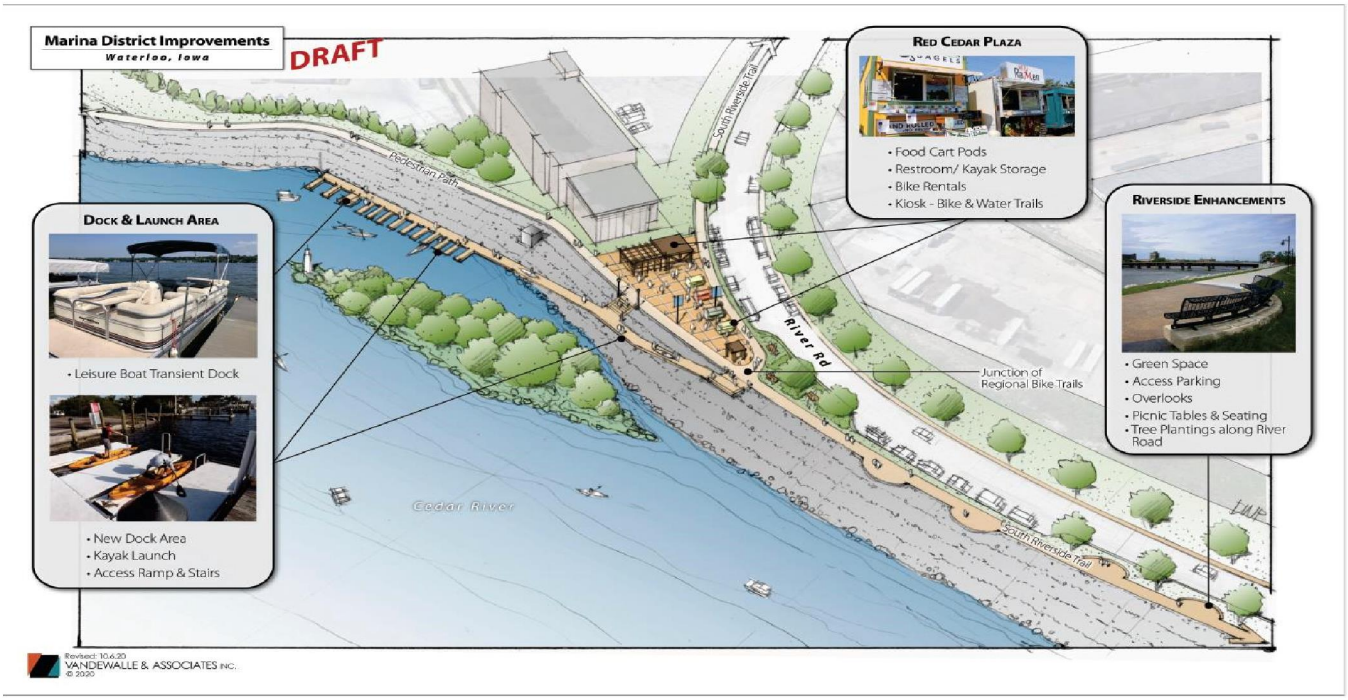
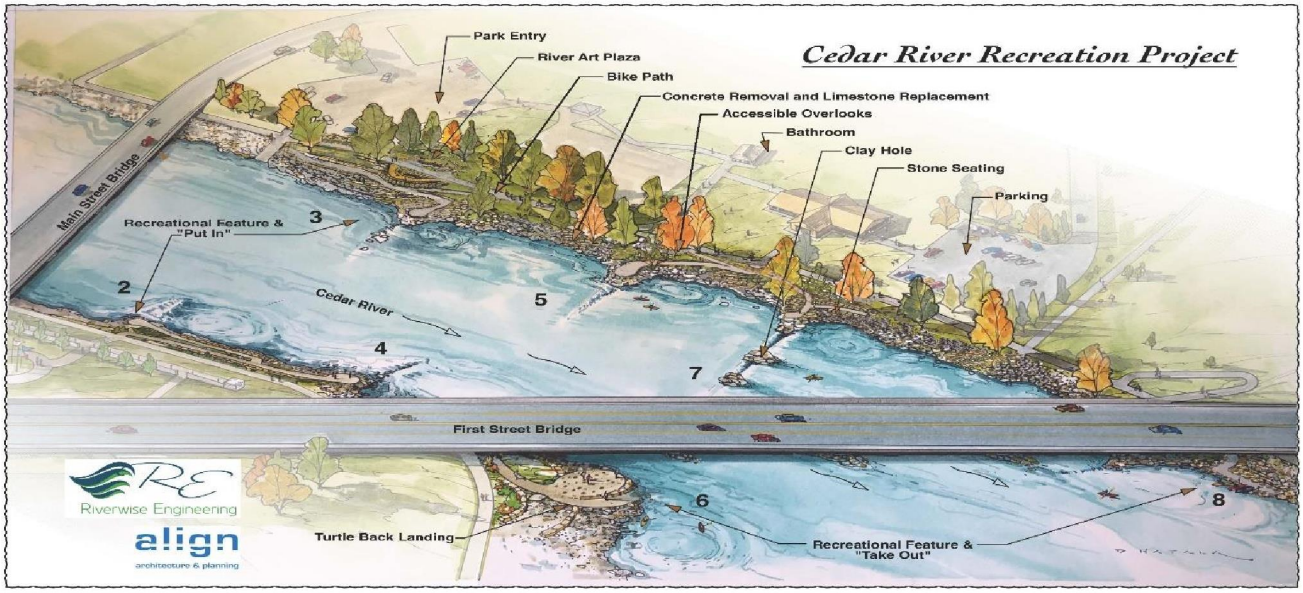
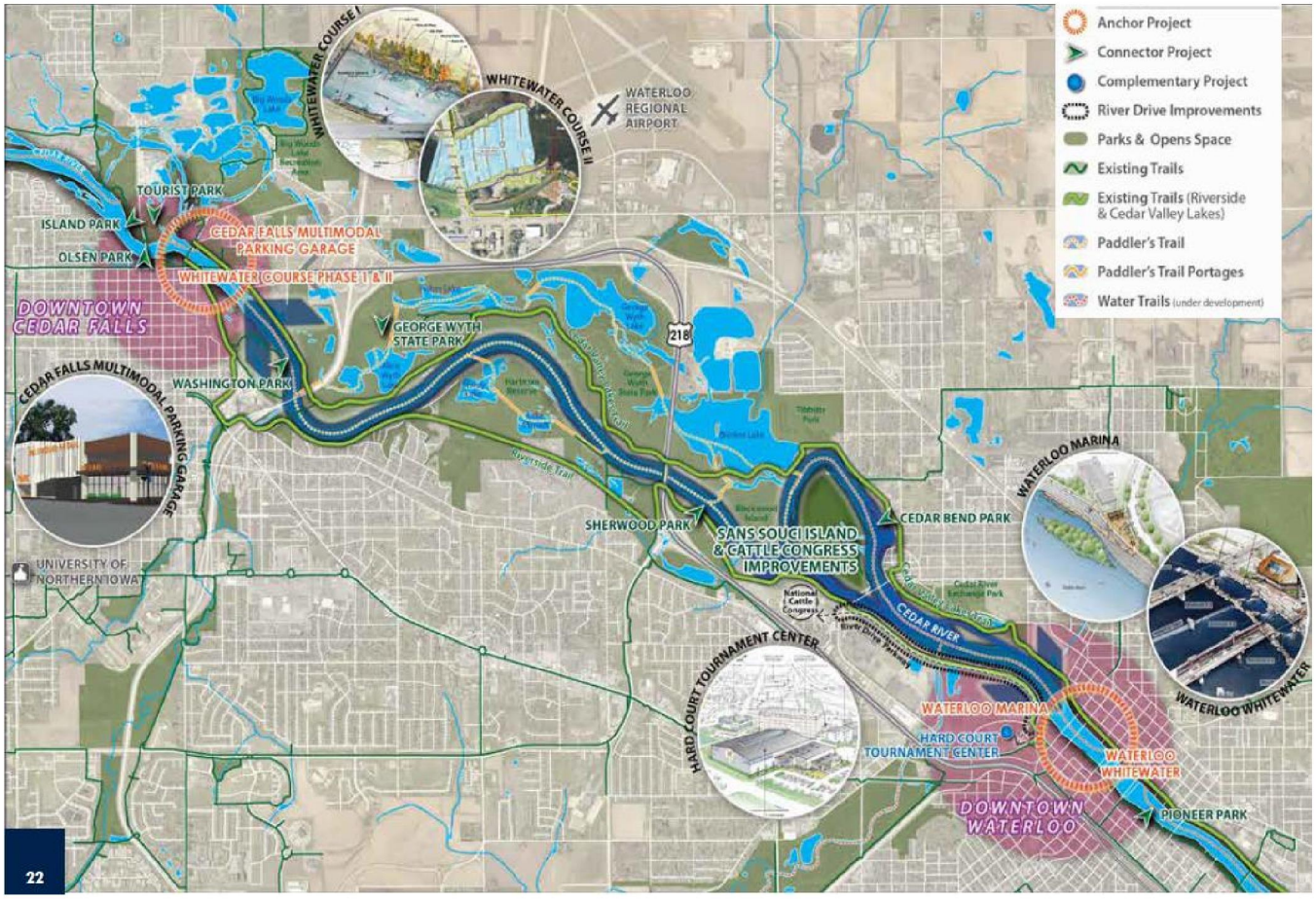


Figure 2: Cedar Falls River Recreation Project

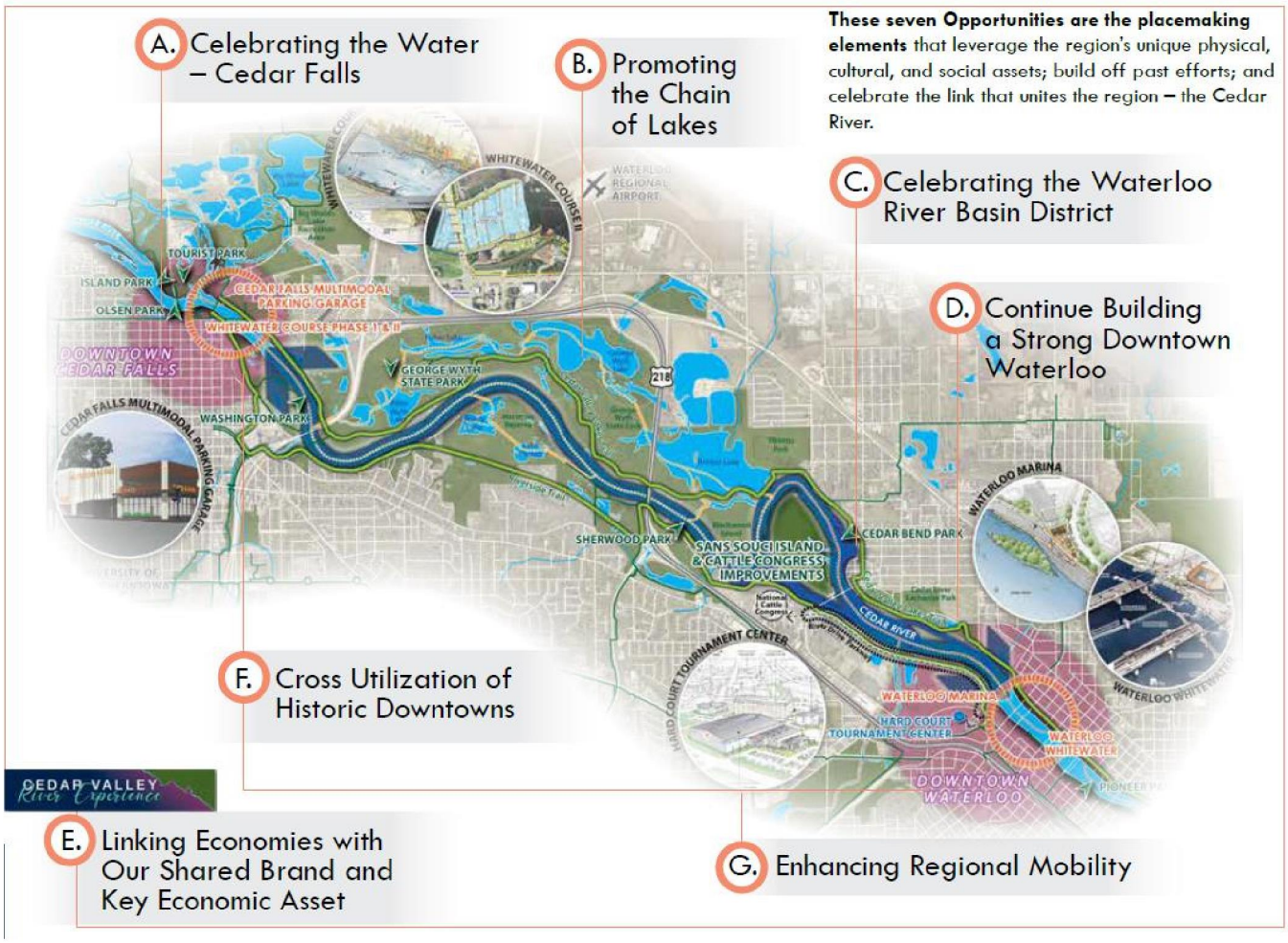


The proposed project includes two key anchor projects along with nine total connector projects. In its entirety, the project will be a transformation of a key asset of the region between downtown Cedar Falls and Waterloo. The project is expected not only to be a regional attraction for those looking for outdoor recreation opportunities, but a key driver in future economic growth both privately and publicly for the years to come. The image below provides an overview of the future vision of the Cedar River.

Figure 3: Future Placemaking Vision and Regional Opportunities of the Cedar River



KEY REGIONAL **OPPORTUNITIES**



Anchor Projects

Waterloo Whitewater Course

The City of Waterloo is seeking to modify or remove two dams to create fish passage, navigation, whitewater, habitat, and bank improvements. The City of Waterloo has completed 60% of the design for modifications to the Cedar River through the City. The drawings consist of dam modification, fish habitat, and recreational boating improvements, as well as related bank and access improvements. These banks, whitewater, and fishing improvements were designed with Americans with Disability Act (ADA) access and opportunities in mind.

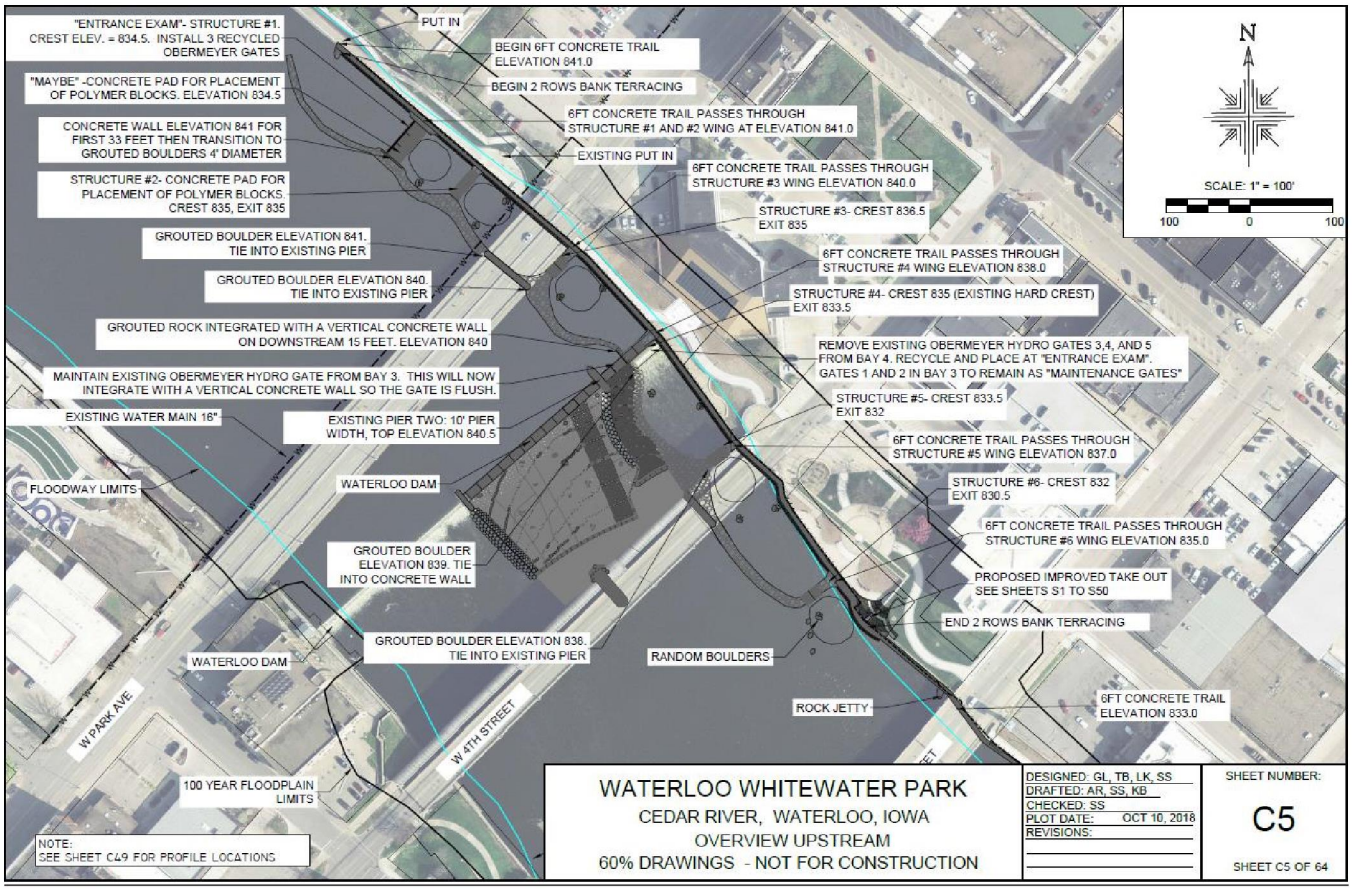
The project area spans from an existing access point near 3rd Avenue, within the ordinary high-water line of the Cedar River, to an existing access point just downtown of the 6th Street railroad bridge. An aerial image of the project site is shown below.

Figure 4: Aerial image of the Cedar River in Waterloo, IA showing the project area



Instream, bank stabilization, river access, and trail improvements are proposed along the reach of the Cedar River. The improvements are designed to complement each other and provide a recreational facility for users from advanced freestyle paddlers to streamside picnickers and those wishing to sit by the river. The project will serve three main user-types: in-stream users, on-bank users, and anglers. The project is designed to create four main access points within the project, moving three adjustable Obermeyer Hydro Grate in Bay 4 to the upstream end of the project, adding additional safety signage, and creating a whitewater course with six different structures, and the removal of the low dam below 6th Street. Figure 5 below illustrates the current design of the project.

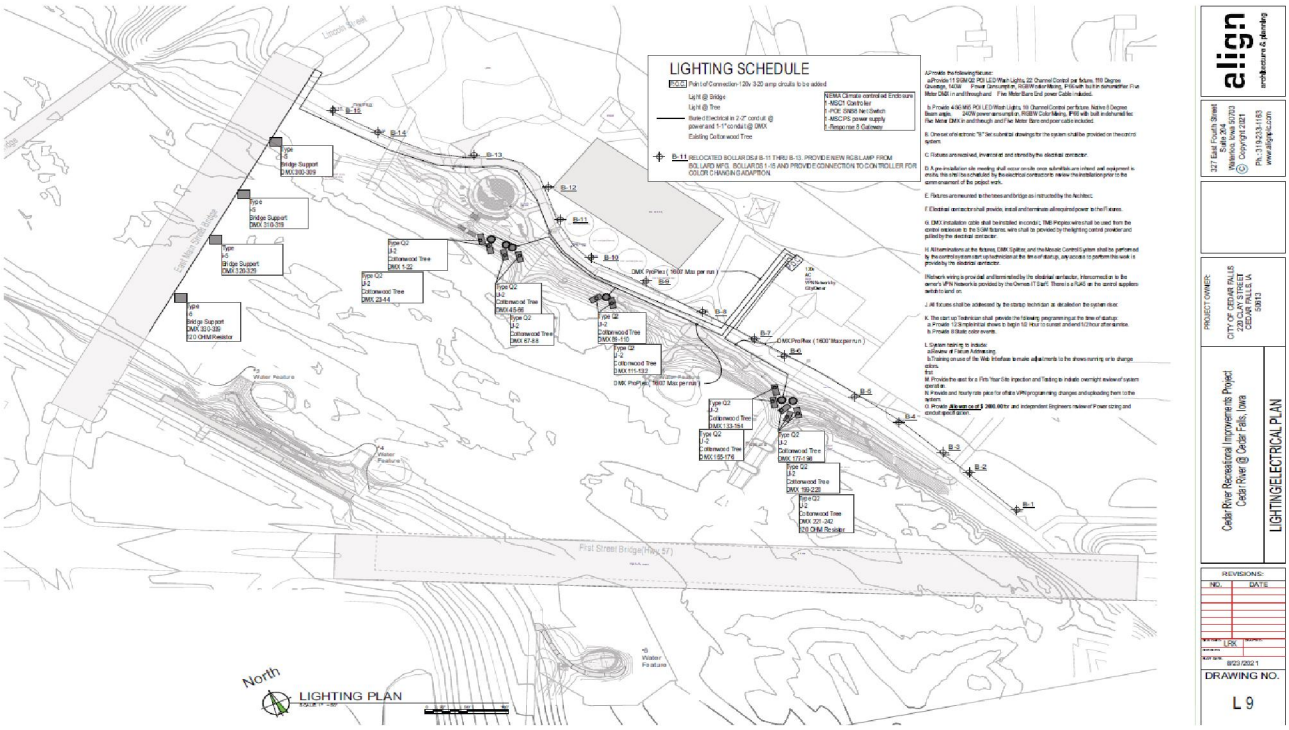
Figure 5: Waterloo Whitewater Park Design



Main Street, W 1st Street, and Center Street Bridge Lighting

The Main Street, W 1st Street, and Center Street Bridge Lighting project is an extended phase of the Cedar Falls whitewater recreation project. The lighting project will help highlight the features of the new park and add significant value and enhance the project. The initial design is complete for the Main Street Bridge, and the City is seeking to expand the lighting project to include the Center Street and W 1st Street bridges. The total cost for this project phase is estimated at $329,000.

Figure 7: Cedar Falls Center Street and Main Street Bridge Lighting Design



Connector Projects

River Drive Improvements (Waterloo)

River Drive has a long tradition of being a critical connection between downtown Waterloo and the Cedar River. Traditionally, it served as a key transportation route for John Deere, focused solely on the movement of vehicles in and out (Figure 7). As uses have changed and development along the Cedar River has taken place, the City of Waterloo is looking to improve the use of River Road to include green space and trail improvements alongside River Road that will not only improve its use, but also compliment the development alongside River Road, including the Marina and a drop point for those using the whitewater course. Preliminary design has completed for the first stage of the improvements and is expected to cost $474,204.

The improvements along River Road will also include a matching investment from Deere Corporation (Figure 10). Deere Corporation has committed to working to improve River Road with the investment from the City of Waterloo to help continue to drive redevelopment along the area. This includes adding retaining wall, improving soil and grass, and removing concrete and structures along the road. Their total investment in improvements along River Road total $1,000,000.

Figure 7: Current River Road Section

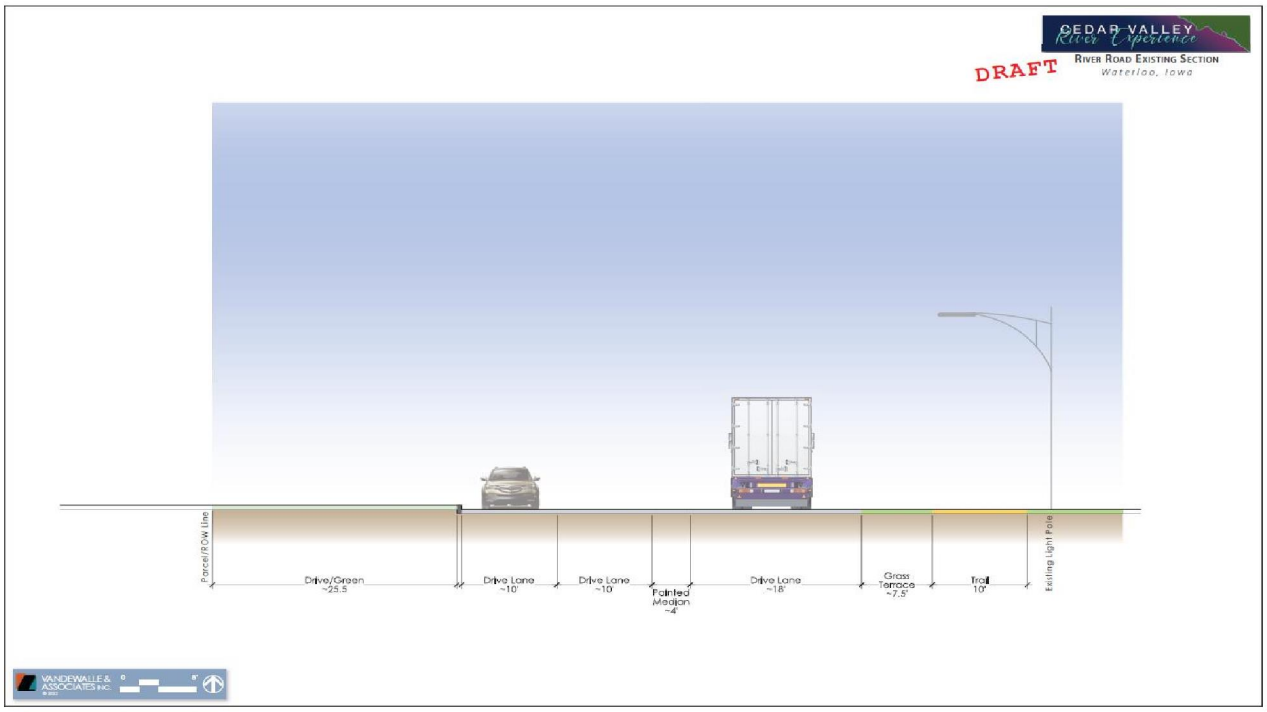


Figure 8: Proposed River Road Section

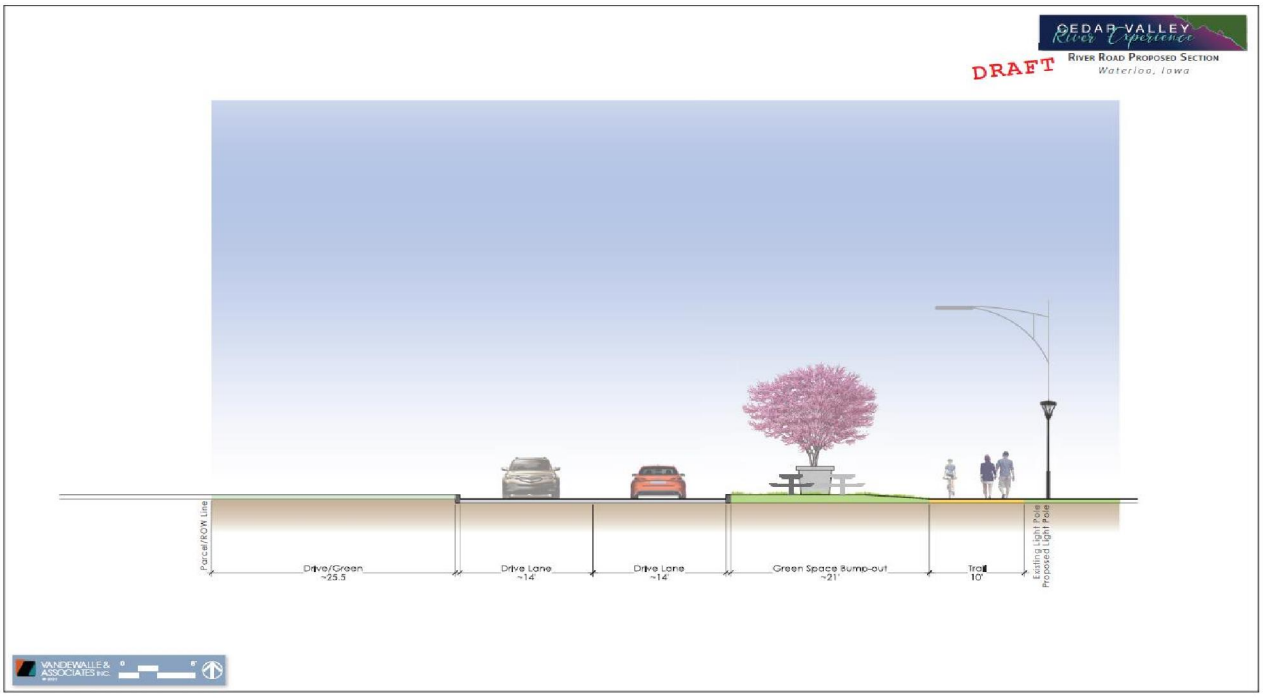


Figure 9: Proposed River Road Improvements

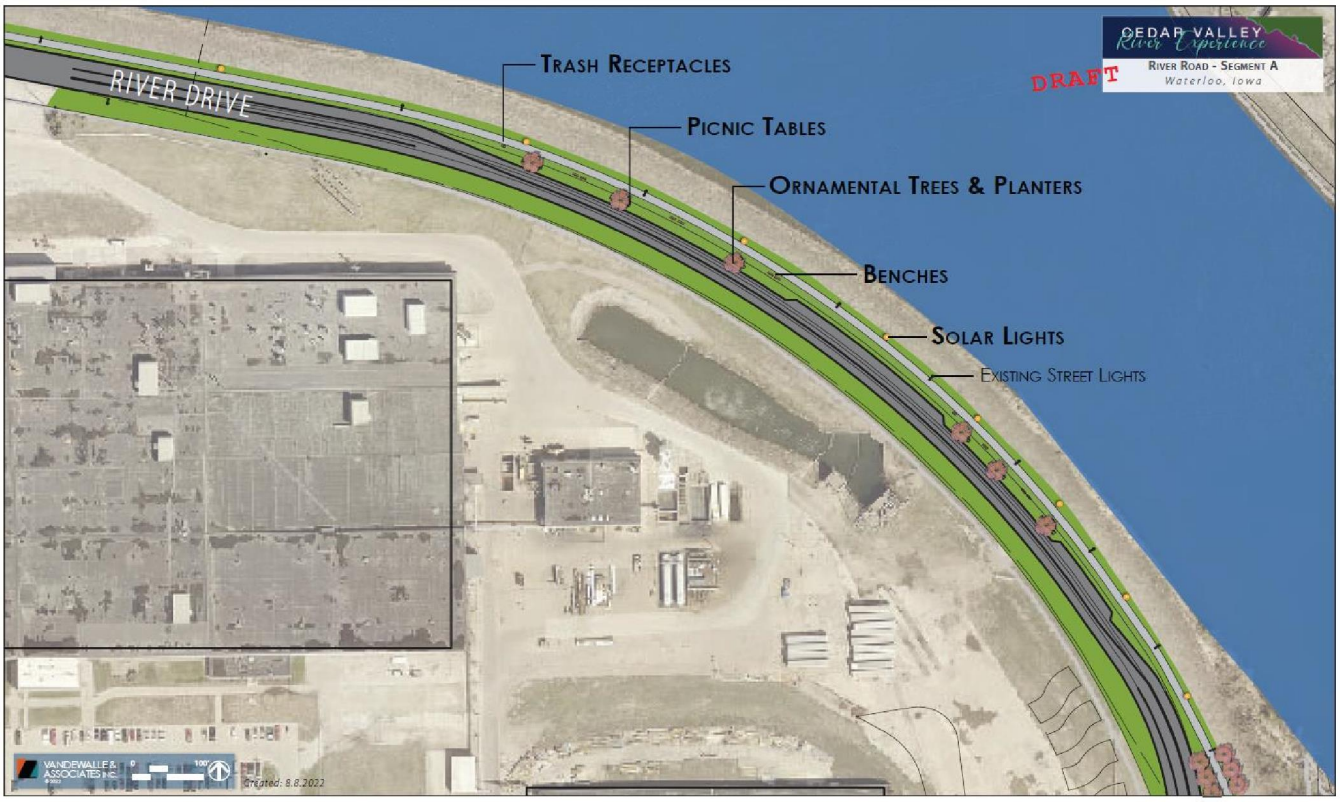


Figure 10: Proposed River Road along John Deere



Sans Souci Island (Waterloo)

Sans Souci was cleared of housing in 2008 after flooding. No official concept plans have been created for Sans Souci. A proposal for the area has been created with a landscape architect, but it has not been executed or funded. The area is a key connection sitting between Waterloo and Cedar Falls. It is currently maintained as a passive recreation area with a trail in the woods and river access for fishing. The water trails plan calls for a kayak launch area. Currently, the expectation would be to create a new dock, pedestrian access improvements, concrete restroom building, and lighting, however no plan has been created. The City is seeking to develop a Master Plan for San Souci Island. The estimated costs is $100,000. Below is an aerial image of the island.

Figure 11: Aerial image of Sans Souci Island

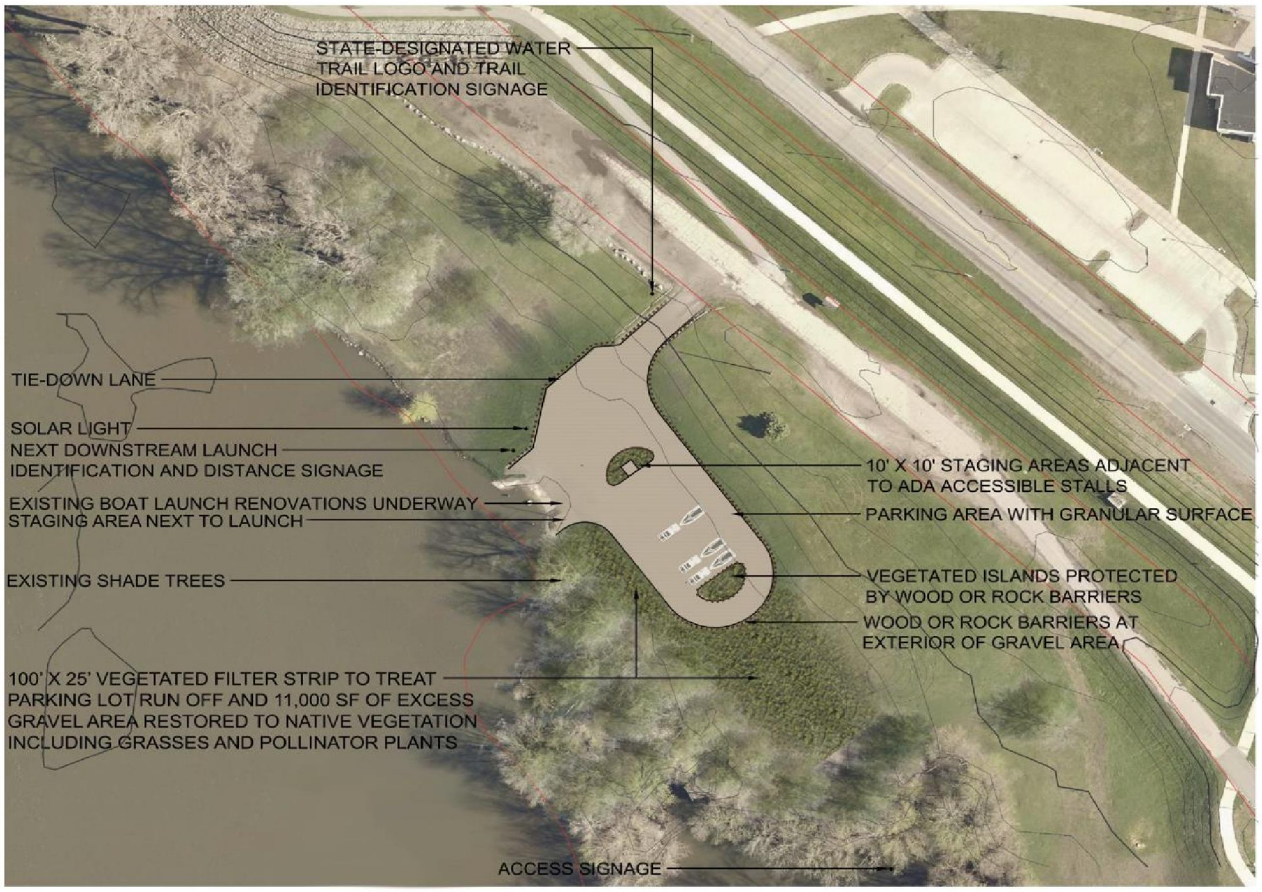


Cedar Park Bend (Waterloo)

Cedar Bend Park is a large open space which functions mainly as river access. The park is situated along the Cedar Valley Lakes Trail and faces Sans Souci Island across the river. Given the close proximity of the park to the Waterloo Boathouse and the dam in downtown Waterloo, it is not commonly used by paddlers as a put-in or a take-out. Instead, the access is often used by people with flat-bottom boats.

The most profound recommendation for the Cedar Bend Park is the reduction of the total parking area. The smaller sized parking area is still expected to have adequate capacity for boaters at this location. Like other accesses, two parking islands are recommended to improve circulation and define parking spaces. The planned parking area includes 10 stalls for pull-through trailer parking, including one accessible stall with an adjacent 10' X 10' staging area. By reducing the total parking area, a total of 11,000 square feet of land can be reclaimed and planted with pollinator plantings to treat parking lot runoff. Wooden bollards are also recommended to further define the parking area and limit the amount of land impacted by automobiles. Below are the recommendations for the Cedar Bend Park. The total cost estimate is $173,994 and the cost estimate is located in the Appendix.

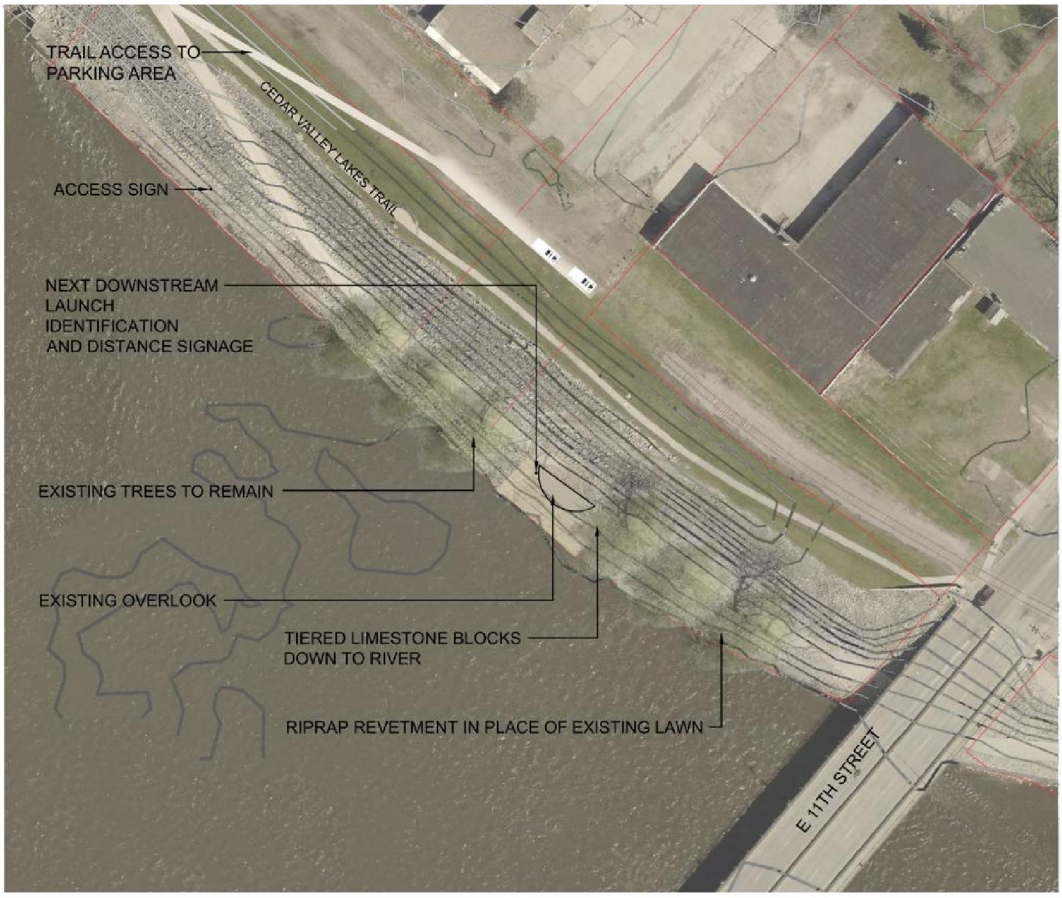
Figure 12: Design Recommendations for Cedar Park Bend



Pioneer Park (Waterloo)

A new carry-down access is proposed along the Cedar Valley Lakes Trail less than a half-mile from downtown Waterloo. This access would become the first official access downstream of the dams downtown. The most profound improvement recommendations for Pioneer Park are a series of tiered limestone blocks which will provide access to the river for paddlers. In addition, a paved trail is planned from the top of the levee to the back side of the levees where parking is available. Vegetation and other aesthetic improvements are encouraged, but costs are not identified in this plan. Below is the proposed drawing for the plan. The total cost for this project is $131,048 and the cost estimate is located in the Appendix.

Figure 13: Design Recommendations for Pioneer Park

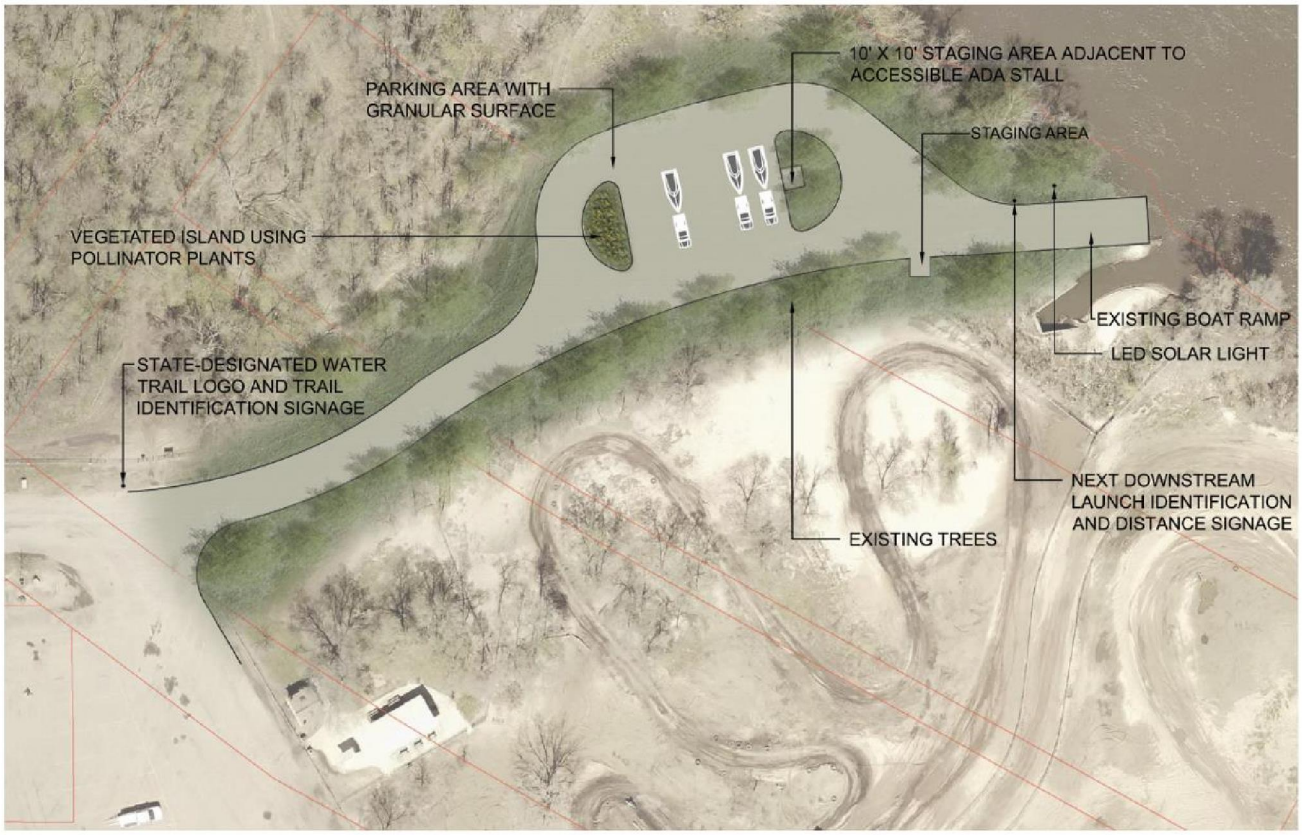


Riverview Recreation Area (Waterloo)

Riverview Recreation Area is the first existing access downstream of the Waterloo dams for both motorists and paddlers. The river access is directly north of the city's off-highway vehicle (OHV) park, a popular destination for riding dirt bikes and all-terrain vehicles. The access is also a short distance from the Riverview Recreation Area Trail, an extension of the South Riverside Trail.

Recommendations for Riverview Recreation Area are modest. Primarily, the Master Plan recommends reconfiguring the open parking area using two parking islands to define parking spaces and improve circulation. The redefined parking area includes seven stalls for pull-through trailer parking, including one accessible stall with an adjacent 10' X 10' staging area. Pollinator plantings are recommended at the parking islands, and the City would plant two shade trees to soften the landscape and provide shade in the open. The plan is below with a total cost of $91,469 with the full cost estimate located in the Appendix.

Figure 14: Design Recommendations for Riverview Recreation Area

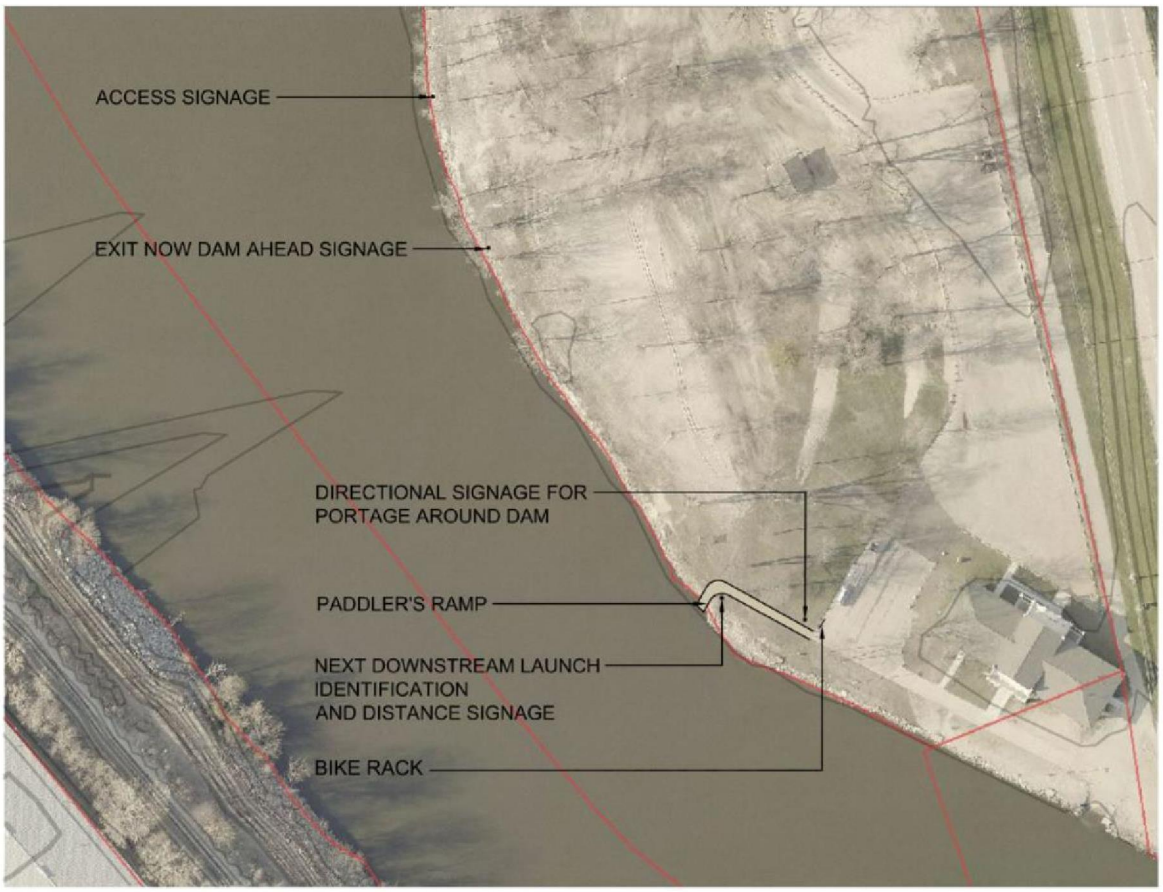


Island Park (Cedar Falls)

Island Park is a large open park northwest of downtown Cedar Falls. The existing access to the Cedar River is at the northern end of the park. The river access includes two separate boat ramps, each with docking areas, and a large, paved parking lot. Flooding is a significant maintenance issue at Island Park. In particular, the park becomes inundated with large amounts of sand after flood events.

There are two set of recommendations for Island Park. The area immediately upstream of the Island Park Beach House provides a unique opportunity for a take-out ramp for paddlers. This ramp can serve as a normal access area with parking, and also as a portage route around the Cedar Falls Dam to the Tourist Park access area. Adding this access would reduce the distance required to portage around the dam from about 0.4 miles to 0.2 miles. The proposed access is also within walking distance to public restrooms at the Beach House. The proposed plans are located below, and the total cost is estimated at $50,071 with the total cost estimate located in the Appendix.

Figure 15: Design Recommendations for Island Park Access



Island Park #171A - Potential Access
Cedar River - Cedar Falls, Iowa

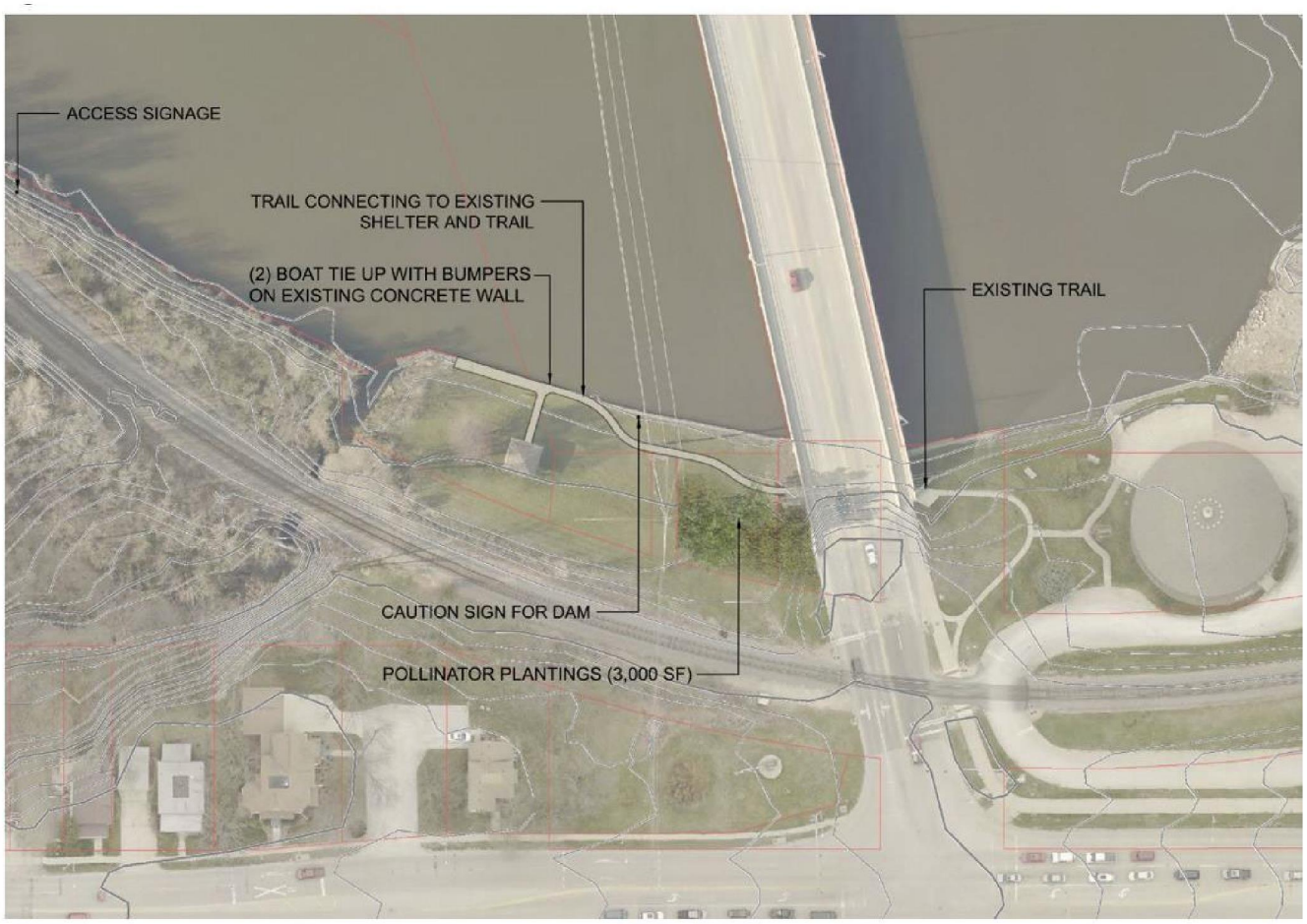
NORTH 0 50' 100' 150'

Olsen Park (Cedar Falls)

Olsen Park was mentioned numerous times by members of the public during the public input meetings. Participants described their interest in docking their boat at Olsen Park and walking to events at Overman Park, about 0.2 miles away. Olsen Park is situated across Franklin Street from the Cedar Falls Ice House Museum. Multiple paved trails connect the Ice House Museum to the surrounding sidewalks, including a trail that extends into Olsen Park underneath the Center Street/ Franklin Street Bridge.

After consideration of multiple alternatives, City staff determined that boat tie-ups with bumpers on the existing concrete wall would be a preferred fixture for boaters at this location. The proposed improvements extend the existing trail to the river's edge and include a spur trail to connect to the existing shelter. Pollinator plantings are also planned which will improve the habitat for pollinators and serve as a visual buffer between the trail and the surrounding automobile traffic and railroad tracks. The long-term plan for Olsen Park will be decided as part of the Phase Two of the City's riverfront improvement projects. The site recommendations are below and are estimated to cost $54,606. A total cost estimate is included in the Appendix.

Figure 16: Design Recommendations for Olsen Park

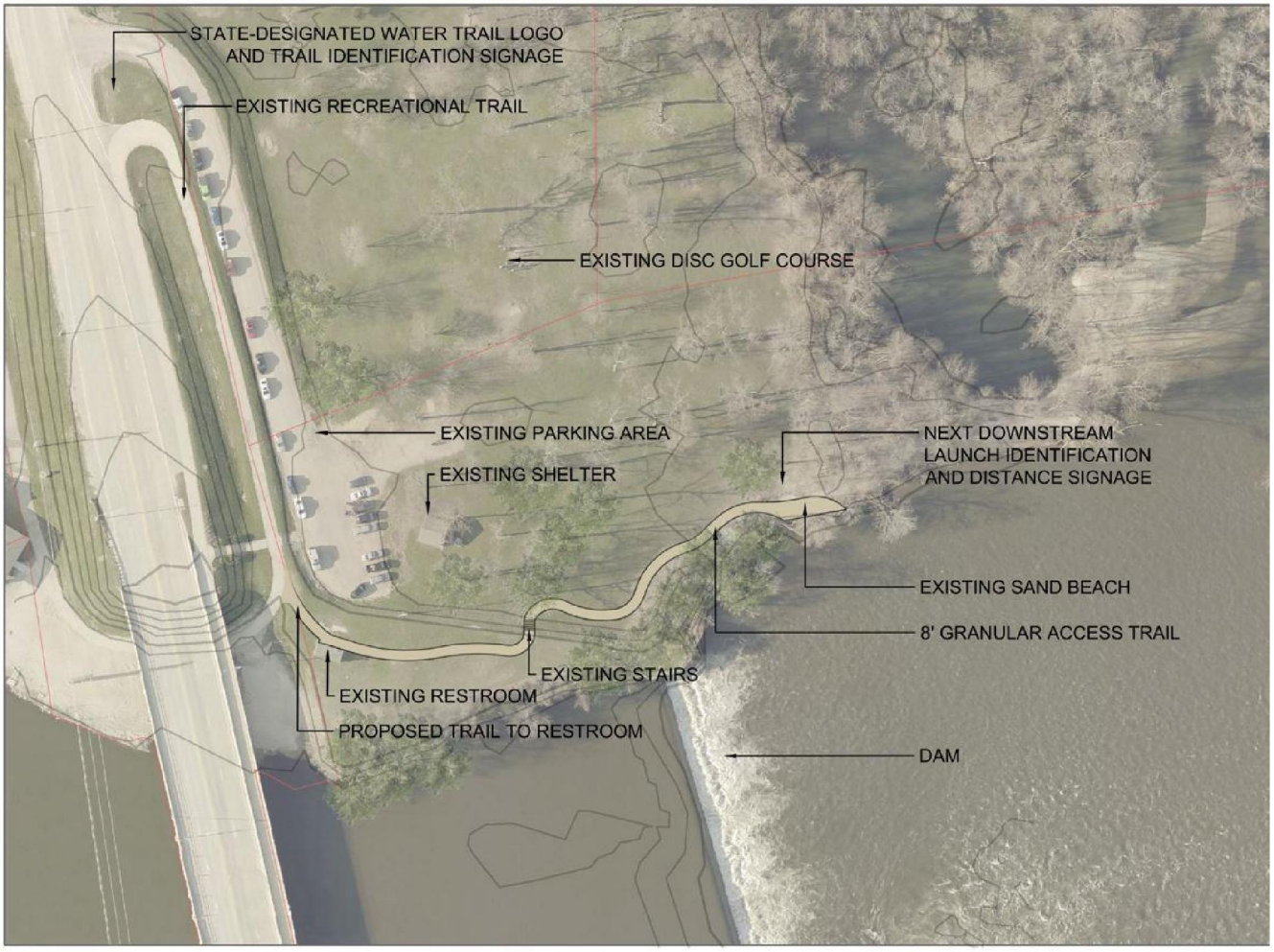


Tourist Park (Cedar Falls)

Tourist Park is a popular destination for disc golfers and is situated immediately east of the Island Park Beach House. The Tourist Park river access is the first access downstream of the Cedar Falls Dam. It is one of the few river accesses without a boat ramp. Instead, paddlers can access the water from the sandy beach area. However, the area can become muddy, making the access less than ideal.

The main improvement proposed for Tourist Park is a granular walking trail to the river access. The trail should be constructed in conjunction with the proposed paddlers take-out ramp to create a continuous portage route around the Cedar Falls Dam. The proposed design is below, and the total cost is estimated at $20,477. The total cost estimate is located in the Appendix.

Figure 17: Design Recommendations for Tourist Park



Washington Park (Cedar Falls)

Currently, Washington Park begins the Gateway section of the Cedar River Water Trail. There are no rapids or rocky areas downstream of Washington Park, making it an ideal start to a day trip for beginners. Washington Park is a former golf course turned public open space. A public restroom, parking area, and baseball diamond are situated near the park entrance.

Recommendations for Washington Park mainly involve improvements to the parking area. Two vegetated parking islands with pollinator plants are included to create seven pull-through spaces including one accessible parking space. The parking islands also improve circulation for boaters entering and existing the river. The existing boat ramp is in good condition and can be reinforced with class B revetment rock. Additionally, two filter strips are planned in order to treat runoff from the parking lot and restore the riparian area. The designs are below with a cost estimate of $44,270. The total cost estimate is included in the Appendix.

Figure 18: Design Recommendations for Washington Park



SECTION 2 - PROJECT COSTS AND FINANCING

Project Cost Estimates: Use the following chart to summarize the project budget. Do not include any project expenses that have already been expended or work that has already been completed. ***Grant funds will be disbursed on a reimbursement basis for eligible expenses only.***

Budget Items	Cost
Real Estate Acquisition	$
Site Preparation	$
Construction	$13,717,676
Remodeling/Renovation	$
Fixtures/Furniture/Equipment	$
Public Art & Landscaping	$
Architectural/Engineering Design	$
Construction Administration/Permits	$
Other, design and engineering	$213,187
Other, contingency	$113,187
TOTAL PROJECT COSTS	**$14,044,050**

Sources of Financing: List project funding sources that have been secured in the chart below. Note that the program requires at least 60% of the proposed project budget must be secured prior to application consideration. Documentation of funding sources is a required attachment.

Sources of Financing		
Source	**Amount**	**Section 2 Attachments**
Destination Iowa Grant Request *	$5,637,430	
Public Funding (city/county)	$1,662,316.50	Resolution or letter
Private Fundraising	$4,716,713.41	Listing
Grants	$1,000,000	Letter(s)/Agreements
American Rescue Plan (ARP) funds		
Other, Deere Corporation	$1,000,000	
TOTAL Financing	**$8,379,030**	

* Refer to page 2 of the application for the maximum grant request allowed for each fund. Requests that exceed the allowable percentage will be returned to the applicant as ineligible.

SECTION 3 – PROJECT PLANNING & TIMELINE

1. What is the timeline for the project? Include project start date, estimated completion date and dates for completing major milestones. *Note: federal requirements state that all costs be incurred by December 31, 2024. Incurred means obligated or under contract, but not necessarily expended.*

Design Completion and Corps Project Approval	September 2023
Construction Bidding	November 2023
Construction Start	June 2024
Project Completion and Opening	May 2026

2. If work on the project is already underway, please indicate-
   a. At the time of the application, 60% of design has been completed.

3. Is this project located in a Qualified Census Tracts? YES ☒
   2021 and 2022 Small DDAs and QCTs | HUD USER NO ☐

   The Waterloo Project would be located alongside a QCT zone.

4. Is the project located in a community with an average median income below 185% of the federal poverty level? YES ☐ NO ☒

   The US Bureau of Economic Analysis (BEA) Per Capita Personal Income (PCP) report in 2019 shows that Black Hawk County is just 82.5% of the national average. The American Community Survey's (ACS's_ 5-year Per Capita Money Income (PCMI) 2019 calculation shows that Black Hawk County is also under the national average by 10%.

5. Is the project located in a community that was disproportionately impacted by the COVID-19 pandemic? If yes, how does this project address that negative impact?

   In 2020, the Covid-19 pandemic had a major impact on communities throughout the U.S., including the region. The pandemic required the region to shut down businesses and limit interactions between citizens through social distancing and shelter-in-place ordinances to prevent the spread of the Coronavirus. The impact on the travel and tourism industry was great. The revenues generated by the local hotel-motel tax and revenue shortfalls were shown in both communities. Since the pandemic, the region has focused on building back tourism opportunities. The project allows the region to become more economically diversified by offering new tourist attractions while also boosting the economic vitality and attraction. Moreover, the region's focus on addressing regional workforce needs has become even more crucial since the pandemic. A labor shortage is continuing to hamper the region's economic growth. By increasing projects such as this, the region will be better positioned to attract and retain labor that wants to live, work, and play in the region. This amenity will serve all those living within the region. The pandemic demonstrates how important it is to build upon and improve our outdoor recreational opportunities. Offering a variety of local amenities for every interest and skill level is key in the ability to prevent, withstand, and recover quickly from the economic impacts of a health pandemic.

6. Does the strategic planning for this project to include handicapped accessibility? If so, does it go beyond basic ADA compliance?

An additional design objective is ensuring that this whitewater project is ADA-friendly. This includes additional features at the access points that provide handicapped access. The engineering firm has worked closely with disabled river users to incorporate specific design elements into the access points and those elements will be included in this project.

For other projects, ADA compliance has been taken into consideration to ensure that users of all skill levels and abilities are able to utilize each project.

7. Has the planning for this project incorporated any other state priorities such as water quality, rural broadband access, or rural development?

This project will further water quality efforts along the Cedar River. As more people use the Cedar River, ensuring that the water remains clean and safe for use will be critical to its success. Although this project is an urban amenity, the Water Trails Master Plan touches many rural communities both North and South of the project. Those communities will also feel the impact of the project and benefit from its development.

SECTION 4 – ECONOMIC IMPACT & LEVERAGE

Destination Iowa is designed to grow tourism activities that will benefit the economy of the community and the state. Applicants must demonstrate how the proposed investment will be a draw to the community, region, and state.

1. Please describe how this project will be a draw for your community?

This project is the results of a long-standing desire to greater develop and utilize one of the region's most valuable natural resources available, the Cedar River. The Cedar River is a connection that unites the region. The communities along the Cedar River have slowly spent the last decade considering and evaluating how the region can best utilize the river for greater economic growth and development. Through this process, a Cedar River Trails Master Plan has been developed and is expected to be named by the Iowa DNR as a designated River Trail in the Fall of 2022. This plan is bolstered through a recent partnership with INRCOG, Grow Cedar Valley, and Deere Corporation. At the start of 2022, these entities joined together to begin a placemaking project to identify the future of developments of the Cedar River in order to promote economic development and the retention of workforce in the area.

2. Who is the target audience for this project? Please be specific about the targeted group demographics and location.

The goal of this project is to develop a regional attraction that will not only bring individuals to our community for tourism, but also encourage workforce to stay and live. The Cedar River is a natural resource that unites a significant number of communities in our region. Through its growth and development, our region will be positioned to attract outside visitors who are looking for recreational and tourism opportunities. The Cedar River will be one more large draw for individuals who are looking at high-quality experiences featuring the outdoors.

Alongside attracting outside visitors, the project's scope is focused on retaining and growing our workforce. Over the past several years, workforce retention and attraction has become a key component to our economic strategy. With the development of the Cedar River, it will allow our region to utilize one of our greatest natural assets as a way to improve quality of life for those who live and work here.

3. Please describe the economic impact of these visitors.

The economic impact of outside visitors on the region for outdoor recreation has an impact on all service industries within the region including hotels, restaurants, shopping, and other tourist opportunities available. Kayakers who come to visit the region will be able to spend a significant amount of time on the river with the varied opportunities being developed. Those visitors will likely utilize hotels to extend their trip. Furthermore, they will take advantage of restaurant offerings in both downtown Waterloo and Cedar Falls. Finally, this will help attract them to other areas of the region including our vast array of bike trails, outdoor waterpark, and soon to open adventure park.

4. Please describe additional development (private or public) that will occur as a result of this project.

As part of the placemaking project being completed, the focus is not just on the Cedar River but also outside of the river. Within the placemaking project is a desire to create additional opportunities for public and private development that can support and drive economic growth. This includes future tourist opportunities developed with public funds such as Veteran's Way, a sportsplex to host future tournaments, multimodal parking ramp, and other opportunities. Through this development, more opportunities for housing development and service industries are expected to increase to serve those utilize the river.

5. Does this project have a regional or statewide impact? Please explain.

This project will have a strong regional impact by developing an underutilized natural resource and furthering tourist and recreational opportunities. It is expected that this project will provide a further boost for increased development and enhance the quality of life for those who want to live, work, and play in our region. Moreever, it is expected that this project will create an opportunity for outdoor recreation on a scale that will further grow the ability of the State of Iowa to attract those to visit and stay. The project has the potential to provide a unique experience that will attract individuals who are seeking a high-quality outdoor recreation opportunity.

6. How will the amenity be marketed or promoted once operational? How do the proposed marketing efforts reach your target audience?

Efforts will be made the promote the Cedar River recreational opportunities. In September 2022, it is expected that the Cedar River Water Trail Designation will be completed, and it will be officially designed as a water trail by the Iowa Department of Natural Resources. This opportunity will provide the region the ability to promote all the available features and new opportunities that will become available as the project continues to gain momentum. Over the course of the project, both Cities will ensure that the project is made aware through promotional material that is regional. Some of these available options will be done through the Cedar Valley Marketing Region who publishes materials on the region focused on attracting outside businesses and individuals to the region. Beyond this, information about the new opportunities available on the region will be promoted through regional materials and resources that focus on recreational opportunities within the Midwest while highlighting other tourist opportunities available in the region. Finally, the Cedar River Placemaking project has identified key "Experience" marketing pieces that include promoting the river experience, sports destination district experience, trails experience, lights experience, and cultural experience.

7. Will the project positively project the state's image on a national scale?

Outdoor recreation has become a major tourist opportunity and continues to grow in scope, inviting many individuals to take part. The State of Iowa has some of the most coveted natural resources

available and there is significant potential for creating outdoor recreation opportunities. This project will serve as a key example for how outdoor recreation can be used to grow a region's economy. Similar projects have done these types of projects on small scales focused on specific communities. By combining efforts regionally, this project will have a scope that is far reaching and show those outside of the state all the great amenities that can be enjoyed.

SECTION 5 – OPERATION & MAINTENANCE

Applicants must demonstrate that the proposed project will remain viable after completion.

1. Who will be responsible for the operation and maintenance of the project following construction? Are formal agreements in place?

The City of Waterloo will be responsible for the operation and maintenance of the whitewater project. Engineering reports suggest a maintenance budget of 5% is set aside for the first year, or first significant hydrograph, "tweaks" to instream work. There may be areas of erosion of deposition that form because of the project, and these areas may be addressed following the first year of use. Regular inspections should be scheduled to evaluate any significant erosion during the first year and every year thereafter. Many projects of this type, in free-flowing rivers that experience high spring flows and flood flows, have proven these whitewater features to be structurally and hydraulically sound. Trees, ice, and woody debris will be passed during normal flows but should be removed if suspended during high-use times as they represent an immediate in-stream hazard.

2. Include a chart detailing the expected income for the first five years of operations (add rows as needed):

	Year 1	Year 2	Year 3	Year 4	Year 5

Explanation of assumptions: No studies have been completed to understand expected revenue generated. Facilities will be open to the public and not incur direct revenue.

3. Include a chart detailing the expected expenses associated with the ongoing operations and maintenance of this facility for the first five years (add rows as needed):

	Year 1	Year 2	Year 3	Year 4	Year 5

Explanation of assumptions: It is expected that maintenance and tweaks would need to take place during the first year of operation of the whitewater course to account for instream changes. All other maintenance work on other parks will be completed per usual operation.

4. Describe the research or studies that were completed to generate the revenue and expense projections.

The projections were based off the preliminary engineering reports completed by Riverwise Engineering, LLC. No studies have been completed to show the direct impact of revenue on the project. A placemaking project is currently underway focused on the project and is expected to be completed June 30, 2022.

Section 6 – Required Attachments

Applicants must submit the following attachments:

1. Documentation substantiating project funding.
   a. Documentation of financing: resolutions, term sheets, private donor/in-kind listing, grant letters. *Failure to provide adequate documentation will delay review or cause the application to be deemed ineligible.*

2. Detailed cost estimates from an engineer or architect

Project Cost Estimates Overview

Projects	Estimated Cost		Jurisdiction
Anchor Projects			
Waterloo Whitewater Park*	$ 11,348,536	$11.3M inlcudes design & CRS	Waterloo
Trees and Main St, Center St, & W 1st St Bridge Lighting	$ 329,000		Cedar Falls
Subtotal for Anchor Projects	**$ 11,677,536**		
Waterloo Connector Projects	20% Inflation Adjus.	2018 Estimates	
Cedar Park Bend	$ 173,994	$ 144,995	Waterloo
Pioneer Park	$ 131,048	$ 109,207	Waterloo
Riverview Recreation Area	$ 91,469	$ 76,224	Waterloo
River Road Improvements	$ 474,204	cost includes design & contingency	Waterloo
River Road Deere Improvements (Match)	$ 1,000,000		Waterloo
San Souci Island Master Plan	$ 150,000		Waterloo
Design & Engineering for Connector Construction Projects (2	$ 79,302		Waterloo
Contingency (20%)	$ 79,302		Waterloo
Subtotal for Waterloo Connector Projects	**$ 2,179,320**		
Cedar Falls Connector Projects	20% Inflation Adjus.	2018 Estimates	
Olsen Park	$ 54,606	$ 45,505	Cedar Falls
Tourist Park	$ 20,477	$ 17,064	Cedar Falls
Washington Park	$ 44,270	$ 36,892	Cedar Falls
Island Park	$ 50,071	$ 41,726	Cedar Falls
Design & Engineering for Connector Construction Projects (2	$ 33,885		Cedar Falls
Contingency (20%)	$ 33,885		Cedar Falls
Subtotal for Cedar Falls Connector Projects	**$ 237,194**		
Subtotal for Connector Projects	**$ 2,416,514**		
TOTAL FOR ALL PROJECTS	**$ 14,094,050**		

60% Total Match - Total Project	$ 8,456,430		
40% Total Request - Total Project	$ 5,637,620		
Waterloo Total	$ 13,527,856	**Cedar Falls Total**	$ 566,194
Waterloo 60% Match	$ 8,116,713	**Cedar Falls 60% Match**	$ 339,716
Waterloo 40% Request	$ 5,411,142	**Cedar Falls 40% Request**	$ 226,478
Waterloo Matching Sources		**Cedar Falls Matching Sources**	
Black Hawk Gaming Commission	$ 968,000.00	City of Cedar Falls	$ 307,716.50
Waterloo City Bonds (2025, 2026)	$ 1,500,000.00	Black Hawk Gaming Commission	$ 32,000.00
Waterloo Development Corporation	$ 4,648,713.41		
Deere and Company - River Road	$ 1,000,000.00		

Anchor Project Cost Estimates

Waterloo Whitewater Course Cost Estimate

	October 2019 Cost	October 2021 Cost	May 2022 Cost
Build Basic Course, Final Engineering, CRS and Contingency	$ 6,829,000.00	$ 7,386,246.40	$ 8,863,495.68
Movable Boulders	$ 201,000.00	$ 217,401.60	$ 260,881.92
6th St. Dam Alternate D (Fishing Jettie	$ 325,000.00	$ 351,520.00	$ 421,824.00
Waterfall Addition	$ 25,000.00	$ 27,040.00	$ 32,448.00
Total All Additions	**$ 7,380,000.00**	**$ 7,982,208.00**	**$ 9,578,649.60**
Total No Additions	**$ 6,829,000.00**	**$ 7,386,246.40**	**$ 8,863,495.68**
Total Addition Costs	$ 551,000.00	$ 595,961.60	$ 715,153.92

Basic Course stops at 4th Street Takeout but does include the cost of demolition of a portion of the 6th Street dam and the construction of a trail along the water from 4th Street to the 6th Street take out.

The 6th Street Dam Alternate D is just to install fishing jetties and improve the stairs

Cedar Falls Bridge Lighting Cost Estimate*

Instream and Upland Improvements Total						$ -
Alternates						
Alt. No. 1		Remove Riprap and Replace with Boulder Fill	1507	Tons		
Alt. No. 2		Boulder Fill Grouting: Includes preparation, grouting of voids, and cleaning. Grout fill assumed to be 50% of Boulder Fill voids. Item shall be used in conjunction with Alt. No 1	742	Cubic Yards Concrete		
Alt. No. 3		Shower	1	Lump Sum	Lump Sum	
Alt. No. 4		Irrigation	1	Lump Sum	Lump Sum	
Alt. No. 5		Concrete Mowbands	231	Lin. Ft.		
Alt. No. 6		Benches (curved)	2	each		
Alt. No. 7		Lighting at Trees and Main Street Bridge	1	Lump Sum	Lump Sum	
Alt. No. 8		Lighting at 1st Street Bridge	1	Lump Sum	Lump Sum	
Alternates Total						$ -

Notes:
1) Limestone density assumed to be 160 lbs./ ft³. The conversion factor is Cubic Yards X 2.16 = Tons
2) Estimated quantities rounded to the nearest whole value and Unit Prices rounded to the tenth. Item total price does not reflect the rounded quantities.

Riverwise Engineering, LLC
PO Box 706
Durango, CO 81302

*Estimate does not include estimate to complete Center Street Bridge

Connector Projects Cost Estimates

*Cost Estimates were created in 2018. It was assumed that a 20% increase in costs would be needed to complete the project.

San Souci Cost Estimate

AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

This Agreement, effective as of September 9, 2022, is between the following parties:

CLIENT: City of Waterloo, Iowa

LANDSCAPE ARCHITECT: RITLAND+KUIPER Landscape Architects (RKLA)

for the following PROJECT: ***Sans Souci Island Park and Campground***

ARTICLE 1: LANDSCAPE ARCHITECT'S BASIC AND ADDITIONAL SERVICES

A. Project Understanding

This proposal is to assist the City of Waterloo in the redevelopment of the approximate 14-acre Sans Souci Island area north of Conger Street for RV camping. Primitive camping accommodations will also be incorporated that would include walking trails through the wooded portion of Sans Souci Park northwest of the RV camping area. The proposed concept will include a condition assessment and review of the existing Sans Souci Drive and parking lots located on-site, recommended improvements to accommodate RV and vehicle traffic, walking trail locations, anticipated boat ramp launch and docking system locations, and RV campsite locations. The concept will also include coordination with utility companies (water, sanitary sewer, electrical) and regulatory agencies (Iowa DNR, FEMA) to determine required permitting and modeling needed for final design if the project proceeds in the future. Potential building locations for a bathroom/shower house facility will be determined based on discussion with regulatory agencies. Coordination with the City of Waterloo regarding potential improvements to pedestrian access to and from the site, as well as concept level portage options between Brinker Lake and the Cedar River, are also included.

B. Scope of Services

1. ***Design Development:***
   a. Attend a kickoff meeting with the Client to clarify the scope of services for the project.
   b. Coordinate the following AECOM design development services:
      - Limited Site Survey and Base Mapping – limited on-site survey to locate existing utilities and develop project survey control. LIDAR information available from the Iowa DNR will be used to develop concept designs and create the existing base map for the project area. Existing utilities (water mains, sanitary, storm, gas, communications, electric) that are marked or visible on the Sans Souci site will be mapped. Provide condition assessment of the existing Sans Souci Drive and parking lot.
      - Preliminary Design – preliminary civil design plans that will include developing a roadway profile and alignment of Sans Souci Drive, concept level grading for RV camping sites and parking lots, boat ramp and dock layouts, sanitary sewer and water connections, lighting and electrical in the RV camping area, and trail alignments and profiles in the primitive camping area. Included in these tasks will be the typical cross sections, plan view layouts and a concept level construction cost estimate. In addition, an on-site review of the existing sanitary sewer lift station will be completed and used to develop a technical memorandum recommending a plan for bringing the station back into working condition. The plan will include a preliminary cost estimate for the design and a concept

level construction cost estimate for rehabilitating the existing pump station based on the recommended plan.

c. Develop a preliminary conceptual master plan for the RV campground, primitive camping, and trail connections. This would include potential options for modification of the Conger Street bridge to accommodate better bicycle and pedestrian access to Sans Souci Island.

d. Develop concept level portage options between Brinker Lake and the Cedar River.

e. Participate in a meeting with stakeholders to discuss the preliminary conceptual master plan.

f. Finalize details to create a design development plan and develop a preliminary cost opinion for the proposed improvements based upon stakeholder comments.

C. Services Not Included

1. Topographic survey beyond scope identified above.
2. Building and structural design
3. Gas main, electric service and other utility work not identified in scope
4. Sanitary sewer trunk lines or pump station design (beyond that identified above), cleaning, jetting or videoing of existing sanitary
5. Wetland delineation and permitting
6. Detailed hydraulic modeling for proposed improvements
7. Regulatory permit applications (DNR, FEMA, USACE, etc.)
8. 3D modeling or perspective drawings of proposed improvements
9. Identifying stakeholders and organizing the workshop and follow up meetings
10. Printing and reproduction costs – deliverables will include digital PDF files provided to the Client. Any desired printing of reports, plans, or presentation graphic boards will be billed to the Client at our direct cost.
11. Construction documents and construction related services (this would be a separate contract after the scope of the project is more clearly defined)

D. Additional Services

1. We will identify services not included in our proposed scope of work if they are requested. We will advise your office of the impact on our work and propose an increase to the fee amount before any work is undertaken that is outside our scope of services.
2. Extra services will be provided on an hourly basis at the billing rates listed below or the current hourly rates prevailing when services are rendered.

ARTICLE 2: COMPENSATION AND PAYMENTS

A. Client agrees to pay Landscape Architect as follows:

Based on the above scope of services, RITLAND+KUIPER Landscape Architects (and their subconsultant AECOM) will provide the services described in Article 1, and in accordance with the conditions outlined in this contract, for a sum not to exceed **$88,000**.

RITLAND+KUIPER Landscape Architects	$ 23,500
AECOM, Inc.	$ 65,500

1. Billing for services will be hourly, at the rates listed below, and submitted monthly as the work progresses.
2. Billing rates effective through December, 2023:

Craig Ritland, FASLA	$ 150.00/hr.
Mark Kuiper, ASLA	$ 150.00/hr.
Samantha Price, PLA	$ 100.00/hr.

B. Reimbursable Expenses, if incurred (i.e. printing costs) will be billed at our direct cost, in addition to the fees above. At this time we do not anticipate any significant printing costs in the design development process as we expect our deliverables to be electronic files (PDF documents).

C. Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All payments are due Landscape Architect upon receipt of invoice.

ARTICLE 3: TERMINATION

A. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.

B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

C. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

ARTICLE 4: DISPUTE RESOLUTION

A. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

ARTICLE 5: USE AND OWNERSHIP OF LANDSCAPE ARCHITECT'S DOCUMENTS

A. Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, in its documents. Client or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement.

ARTICLE 6: MISCELLANEOUS PROVISIONS

A. This Agreement is governed by the law of Landscape Architect's principal place of business.

B. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.

C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.

D. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.

E. To the greatest extent permitted by Iowa law, the Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors or omissions.

F. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

SUBMITTED BY:	AGREED TO:
LANDSCAPE ARCHITECT	CLIENT: City of Waterloo
Mark Kuiper, ASLA, LEED AP, Principal Signature Dated: September 9, 2022 License/Certificate No. IOWA 00413 Renewal Date: June 30, 2023	_____ Title _____ Dated _____

Cedar Bend Park Cost Estimate

Item Description	Quantity	Unit	Unit Price	Total
Mobilization	1	LS	11,000	11,000
Wattle Installation, Removal, Cleanout	400	LF	4	1,600
Construction Fence	488	LF	10	4,880
Tree Removals	2	EA	1,000	2,000
Clearing & Grubbing	1	LS	2,500	2,500
Excavation, Class 10	1,007	CY	10	10,065
Site Grading	1	LS	5,000	5,000
Compaction with Moisture & Density Control	203	CY	7	1,419
Modified Subbase	510	TONS	26	13,264
Class A Road Stone, 6"	766	TONS	26	19,916
Imported Top Soil	201	CY	28	5,629
Class B Revetment	56	TONS	50	2800
LED Solar Light	1	EA	12,420	12,420
Bollards	184	EA	80	14,720
Signage	3	EA	200	600
Native Plant Plugs @ 1.5' O.C.	6000	EA	4	24,000
			SUBTOTAL	131,813
			Contingency (10%)	13,181
			TOTAL COST	**$144,995**

Pioneer Park Cost Estimate

Item Description	Quantity	Unit	Unit Price	Total
Mobilization	1	LS	10,000	10,000
Wattle Installation, Removal, Cleanout	450	LF	4	1,800
Construction Fence	500	LF	10	5,000
Clearing & Grubbing	1	LS	5,000	5,000
Site Grading	1	LS	5,000	5,000
Compaction with Moisture & Density Control*	17	CY	14	233
Modified Subbase*	42	TONS	52	2,182
Limestone Chips, 3" IDOT Gradation #8*	32	TONS	56	1,764
Limestone Blocks	450	TONS	150	67,500
Signage	4	EA	200	800
			SUBTOTAL	99,279
			Contingency (10%)	9,928
			TOTAL COST	**$109,207**

* - Increased cost due to small quantity being installed

Island Park Cost Estimate

Item Description	Quantity	Unit	Unit Price	Total
Mobilization	1	LS	2500	2500
Wattle Installation, Removal, Cleanout	50	LF	4.00	200
Construction Fence	50	LF	10	500
Removals, Excess Pavement	1	LS	3,000	3,000
Excavation, Class 10*	369	CY	10	3,689
Site Grading	1	LS	1,000	1,000
Compaction with Moisture & Density Control*	10	CY	14	135
Modified Subbase*	24	TONS	52	1,263
Class A Road Stone, 6"*	36	TONS	52	1,896
Imported Top Soil	37	CY	28	1,037
Parking Lot Markings	3,312	LF	1	3,312
Class B Revetment	112	TONS	50	5,600
Seeding	1	LS	1,000	1,000
Paddler's Ramp	1	LS	10,000	10,000
Bike Rack	2	EA	1,000	2,000
Signage	4	EA	200	800
Mobilization	1	LS	2500	2500
Wattle Installation, Removal, Cleanout	50	LF	4.00	200
* - Increased cost due to small quantity being installed			SUBTOTAL	37,932
			Contingency (10%)	3,793
			TOTAL COST	**41,726**

Olsen Park Cost Estimate

Item Description	Quantity	Unit	Unit Price	Total
Mobilization	1	LS	6000	6000
Wattle Installation, Removal, Cleanout	175	LF	4	700
Construction Fence	100	LF	10	1,000
Excavation, Class 10*	46	CY	20	922
Compaction with Moisture & Density Control*	14	CY	14	194
Modified Subbase*	35	TONS	52	1,818
PCC Pavement, 5"*	1500	SF	10	15,000
Boat Tie Ups & Bumpers on Existing Concrete	1	LS	10,000	10,000
Native Plant Plugs @ 1.5' O.C.	1333	EA	4	5,333
Signage	2	EA	200	400
* - Increased cost due to small quantity being installed			SUBTOTAL	41,368
			Contingency (10%)	4,137
			TOTAL COST	**45,505**

Tourist Park Cost Estimate

Item Description	Quantity	Unit	Unit Price	Total
Mobilization	1	LS	2000	2000
Wattle Installation, Removal, Cleanout	50	LF	4	200
Construction Fence	450	LF	10	4,500
Excavation, Class 10	134	CY	10	1,337
Compaction with Moisture & Density Control	40	CY	7	282
Modified Subbase	152	TONS	26	3,957
Limestone Chips, 3" IDOT Gradation #8	101	TONS	28	2,838
Signage	2	EA	200	400
			SUBTOTAL	15,513
			Contingency (10%)	1,551
			TOTAL COST	**17,064**

Washington Park Cost Estimate

Item Description	Quantity	Unit	Unit Price	Total
Mobilization	1	LS	2000	2000
Wattle Installation, Removal, Cleanout	238	LF	4.00	952
Construction Fence	475	LF	10	4,750
Excavation, Class 10, Parking Islands	1	LS	2,000	2,000
Imported Top Soil	23	CY	28	635
Parking Lot Markings	632	LF	1	632
Class B Revetment	56	TONS	50	2,800
Native Plant Plugs @ 1.5' O.C.	4742	EA	4	18,969
Signage	4	EA	200	800
			SUBTOTAL	33,538
			Contingency (10%)	3,354
			TOTAL COST	**36,892**

3. Applicable maps or project renderings not already included in the application

4. Minority Impact Statement

5. W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

City of Cedar Falls

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► ____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ► Local Government

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 3

Exemption from FATCA reporting code (if any) C

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

220 Clay Street

Requester's name and address (optional)

6 City, state, and ZIP code

Cedar Falls, IA 50613

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	2	–	6	0	0	4	3	3	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► Lisa Roelfsema Date ► 4/29/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Section 7 – Certifications and Acknowledgements

Acknowledgment, Release of Information, & Certification

1. In the last five years, have there been any judgments or court actions completed or are any judgments or court actions currently pending against the applicant entity?
☐ Yes ☒ No If yes, please explain.

2. In the last five years, has any current director or principal officer(s) been accused or convicted of any wrongdoing or crime in their capacity as director/principal officer?
☐ Yes ☒No If yes, please explain

3. Have there been any current or past bankruptcies on the part of the applicant entity?
☐ Yes ☒ No If yes, please explain

4. In the last five years, have there been, or are there currently any investigations of potential violations of public health, safety or environmental laws by the applicant entity?
☐ Yes ☒ No If yes, please explain

I acknowledge that I have read and understand the application materials including the provisions relating to security, contracts and reporting as noted above. I understand that awarded funds must be obligated by recipient organization no later than December 31, 2024 and all construction must be complete by June 30, 2026. I understand failure to meet these dates could result in partial or full repayment of any awarded dollars. Further, I give permission to the Iowa Economic Development Authority (IEDA) to perform due diligence, perform credit checks, contact the organization's financial institutions, and perform other related activities necessary for reasonable evaluation of this proposal. Moreover, I understand that provisions of the Uniform Guidance (2 CFR Part 200) apply to the use of funds for the approved project, including Cost Principles and Single Audit Requirements. I understand that all information submitted relating to this application is a public record. I certify that all representations, warranties, or statements made or furnished in connection with this application are true and correct in all material respects. I understand that it is a criminal violation under Iowa law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for procuring economic development assistance from a state agency or subdivision.

Signature of applicant certifying officer or individual:

_____Date:_____

Signature of co-applicant certifying officer or individual:

_____Date:_____

MINORITY IMPACT STATEMENT

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s).

☐ The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

- Describe the positive impact expected from this project.
- Indicate which group is impacted:
  ___ Women
  ___ Persons with a Disability
  ___ Blacks
  ___ Latinos
  ___ Asians
  ___ Pacific Islanders
  ___ American Indians
  ___ Alaskan Native Americans
  ___ Other

☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

- Describe the negative impact expected from this project.
- Present the rationale for the existence of the proposed program or policy.
- Provide evidence of consultation of representatives of the minority groups impacted.
- Indicate which group is impacted:
  ___ Women
  ___ Persons with a Disability
  ___ Blacks
  ___ Latinos
  ___ Asians
  ___ Pacific Islanders
  ___ American Indians
  ___ Alaskan Native Americans
  ___ Other

☒ The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

- The project is not expected to have a positive or negative impact on minority persons. The total project is focused on the entirety of the community and not directly impacting one specific group.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: _____

Title: _____

RESOLUTION NUMBER _____

A RESOLUTION OF THE CITY COUNCIL OF WATERLOO, IOWA GRANTING THE IOWA ECONOMIC DEVELOPMENT AUTHORITY CERTAIN FINANCIAL ASSURANCES IN CONJUNCTION WITH THE DESTINATION IOWA GRANT APPLICATION.

WHEREAS, the total estimated cost of the project is $14,044,050 for the Cedar Valley River Experience;

WHEREAS, the City of Cedar Falls and City of Waterloo are applying for $5,617,620 in Destination Iowa grant funding assistance for this project;

WHEREAS, the City of Waterloo portion of the project is estimated to be $13,477,856;

WHEREAS, the City of Waterloo will match the portion of the Destination Iowa grant request relative to Cedar Falls projects with up to 60% local funds which may include City, County, or private fundraising;

WHEREAS, said Program funds are part of the Destination Iowa funds provided to the State of Iowa through the American Rescue Plan;

WHEREAS, this project was identified as part of the Black Hawk County Water Trails Master Plan and Cedar Valley Placemaking Study; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Waterloo, Iowa that 60% local matching funds are herewith committed toward this project.

Passed and adopted this ___ day of _____, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Destination Iowa Grant Project List - Cedar Valley River Experience

	Projects	Estimated Cost
Anchor Projects		
	Waterloo Whitewater Park*	$ 11,348,536
	Trees and Main St, Center St, & W 1st St Bridge Lighting	$ 329,000
	Subtotal for Anchor Projects	**$ 11,677,536**
Waterloo Connector Projects		20% Inflation Adjus.
	Cedar Park Bend	$ 173,994
	Pioneer Park	$ 131,048
	Riverview Recreation Area	$ 91,469
	River Road Improvements	$ 474,204
	River Road Deere Improvements (Match)	$ 1,000,000
	San Souci Island Master Plan	$ 100,000
	Design & Engineering for Connector Construction Projects (20%)	$ 79,302
	Contingency (20%)	$ 79,302
	Subtotal for Waterloo Connector Projects	**$ 2,129,320**
Cedar Falls Connector Projects		20% Inflation Adjus.
	Olsen Park	$ 54,606
	Tourist Park	$ 20,477
	Washington Park	$ 44,270
	Island Park	$ 50,071
	Design & Engineering for Connector Construction Projects (20%)	$ 33,885
	Contingency (20%)	$ 33,885
	Subtotal for Cedar Falls Connector Projects	**$ 237,194**
	Subtotal for Connector Projects	**$ 2,366,514**
	TOTAL FOR ALL PROJECTS	**$ 14,044,050**

60% Total Match - Total Project	$ 8,426,430
40% Total Request - Total Project	$ 5,617,620
Waterloo Total	$ 13,477,856
Waterloo 60% Match	$ 8,086,713
Waterloo 40% Request	$ 5,391,142

Waterloo Matching Sources

Black Hawk Gaming Commission	$ 968,000.00
Waterloo City Bonds (2025, 2026)	$ 1,500,000.00
Waterloo Development Corporation	$ 4,618,713.41
Deere and Company - River Road	$ 1,000,000.00

		Jurisdiction	
$11.3M inlcudes design & CRS		Waterloo	
		Cedar Falls	
2018 Estimates			
$	144,995	Waterloo	
$	109,207	Waterloo	
$	76,224	Waterloo	
cost includes design & contingency		Waterloo	V&A estimate source / includes 2
		Waterloo	Deere Cost Estimates
		Waterloo	V&A estimate source
		Waterloo	
		Waterloo	
2018 Estimates			
$	45,505	Cedar Falls	
$	17,064	Cedar Falls	
$	36,892	Cedar Falls	
$	41,726	Cedar Falls	
		Cedar Falls	
		Cedar Falls	

Cedar Falls Total	$	566,194
Cedar Falls 60% Match	$	339,716
Cedar Falls 40% Request	$	226,478

Cedar Falls Matching Sources

City of Cedar Falls	$	307,716.50
Black Hawk Gaming Commission	$	32,000.00

:0% contingency & 15% design

MINORITY IMPACT STATEMENT

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s).

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  ___ Blacks
  ___ Latinos
  ___ Asians
  ___ Pacific Islanders
  ___ American Indians
  ___ Alaskan Native Americans
  ___ Other

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- Present the rationale for the existence of the proposed program or policy.
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  ___ Persons with a Disability
  ___ Blacks
  ___ Latinos
  ___ Asians
  ___ Pacific Islanders
  ___ American Indians
  ___ Alaskan Native Americans
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I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: _____

Title: _____

Section 7 – Certifications and Acknowledgements

Acknowledgment, Release of Information, & Certification

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3. Have there been any current or past bankruptcies on the part of the applicant entity?
☐ Yes ☒ No If yes, please explain

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Signature of applicant certifying officer or individual:

_____Date:_____

Signature of co-applicant certifying officer or individual:

_____Date:_____

CITY OF WATERLOO

Council Communication

Resolution approving a request by the City of Waterloo for the 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.

City Council Meeting: 10/3/2022
Prepared: 9/21/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material
Deed of Dedication	Backup Material
Certificate of Survey	Backup Material
Engineering Letter	Backup Material

SUBJECT:

Resolution approving a request by the City of Waterloo for the 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.

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

The Planning and Zoning Commission unanimously recommended approval of the Preliminary and Final Plat request at their special meeting on August 18, 2022.

Recommended Action:

Therefore, staff recommends that the request by the City of Waterloo for the 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, be approved for the following reasons:
1. The plat would not appear to have a negative impact on the surrounding area.
2. The plat would not appear to have a negative impact on traffic conditions in the area.
3. The plat will create additional development lots.

The applicant is requesting to subdivide for the development of 8 industrial lots, east of Leversee Road.

The area in question has been zoned "M-2,P" Planned Industrial District since June 7, 2010, when the land was rezoned from "A-1" Agricultural District. Surrounding land uses and their zoning designations are as follows:
North – Vacant Land, zoned "M-2,P" Planned Industrial District.
South – Vacant Land and Airport, zoned "M-2,P" Planned Industrial District.
East – Vacant Land and Airport, zoned "M-2,P" Planned Industrial

Summary Statement:	District. West – Residential and vacant land in the City of Cedar Falls The applicant is requesting to develop 8 lots for industrial uses at the corner of the Leversee Road and Warp Drive. The size of the lots range in size from 1.24 acres to 5.15 acres, with an average lot size of 2.58 acres. Each property shows at least one 30' drainage easement. A deed of dedication and engineer's certificate of survey has been submitted. The submitted final plat appears to meet the guidelines as put forth by the Subdivision Ordinance. The request for the final plat would not appear to have a negative impact upon the surrounding area. It would appear that the proposed industrial uses would blend well with the surrounding area.
Neighborhood Impact:	The proposed plat would not appear to have a negative impact upon on the surrounding traffic conditions in the area. The proposed development would be served by Warp Drive, which is classified as a collector street and Leversee Road, which is classified as a local street. There are not sidewalks in the immediate vicinity.
Data/Analysis and Strategies:	Subdivision Ordinance
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Waterloo Air and Rail Park 3rd Addition Description Waterloo Air and Rail Park 3rd Addition, being a replat of Tract B of Waterloo Air and Rail Park 1st Addition and part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 32, Township 90 North (T90N), Range 13 West (R13W) of the 5th Principal Meridian, City of Waterloo, Black Hawk County, State of Iowa, and being more particularly described as follows: Beginning at the Southwest Corner of said Tract B, Waterloo Air and Rail Park 1st Addition; thence North 01°23'05" West 682.62 feet (North 01°23'06" West 683.65 per Waterloo Air and Rail Park 1st Addition plat) along the west line of said Tract "B" to the north line of Southwest Quarter (SW 1/4) of Section 32; thence North 01°21'26" West 656.20 feet (North 01°21'26" West 655.19 feet per said 1st Addition plat) to the northwest corner of Tract "B"; thence South 52°57'23" East 1,314.02 feet (South 52°57'33" East 1,314.05 feet per said 1st Addition plat) along the north line of Tract "B", being a line 1,002.0 feet southwesterly of and parallel with the centerline of Waterloo Regional Airport Runway 12/30 to the northeast corner of said Tract "B"; thence continuing South 52°57'33" East 151.00 feet along a line that is 1,002.0 feet southwesterly of and parallel with the centerline of Waterloo Regional Airport Runway 12/30; thence South 00°19'52" East 528.39 feet along a line that is 120.0 feet normally distant to and parallel with the east line of said Tract "B" to a line that is 420.0 feet normally distant to and parallel with the aforesaid line that is 1,002.0 feet southwesterly of and parallel with the centerline of Waterloo Regional Airport Runway 12/30; thence South 37°02'17" West 60.00 feet perpendicular to the

said runway centerline offset line; thence North 52°57'33" West 15.63 feet along a line that is 480.0 feet normally distant to and parallel with the aforesaid line that is 1,002.0 feet southwesterly of and parallel with the centerline of Waterloo Regional Airport Runway 12/30 to the point of tangency of the easterly continuation of the curve at the east end of Warp Drive as depicted on the aforesaid 1st Addition plat; thence northwesterly 82.04 feet along a curve concave southwesterly with a platted radius of 303.0 feet and having a long chord of 81.79 feet bearing North 60°37'31" West to the northeast corner of Lot 3, Waterloo Air and Rail Park 1st Addition; thence North 00°23'45" West 63.81 feet (North 00°20'23" West 63.81 feet per said 1st Addition plat) to the southeast corner of said Tract "B"; thence westerly 116.62 feet along a curve concave southerly with a platted radius of 363.0 feet and having a long chord of 116.21 feet bearing North 81°25'24" West to the point of tangency; thence South 89°21'08" West 905.30 feet (South 89°21'21" West 905.29 feet per said 1st Addition Plat) along the south line of said Tract "B" to the point of beginning containing 23.78 acres.

REQUEST:	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.
APPLICANT:	City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703
GENERAL DESCRIPTION:	The applicant is requesting to subdivide for the development of 7 industrial lots, east of Leversee Road.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request for the preliminary and final plat would not appear to have a negative impact upon the surrounding area. It would appear that the proposed industrial uses would blend well with the surrounding area.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed plat would not appear to have a negative impact upon on the surrounding traffic conditions in the area. The proposed development would be served by Warp Drive, which is classified as a collector street and Leversee Road, which is classified as a local street. There are not sidewalks in the immediate vicinity.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN:	There are no trails or sidewalks in the immediate project area.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area in question has been zoned “M-2,P” Planned Industrial District since June 7, 2010, when the land was rezoned from “A-1” Agricultural District. Surrounding land uses and their zoning designations are as follows: **North** – Vacant Land, zoned “M-2,P” Planned Industrial District. **South** – Vacant Land and Airport, zoned “M-2,P” Planned Industrial District. **East** – Vacant Land and Airport, zoned “M-2,P” Planned Industrial District. **West** – Residential and vacant land in the City of Cedar Falls
DEVELOPMENT HISTORY:	The surrounding area is vacant land to the north, south and east. The homes to the west in the City of Cedar Falls were built between the 1930’s and 1980’s.
BUFFERS/ SCREENING REQUIRED:	No buffers would be required as a part of this plat request.
DRAINAGE:	It will be necessary that a storm water detention plan is submitted, as well as a SWPPP to the Engineering Department for review and approval. The proposed request would not appear to have a negative impact upon drainage in the area if proper storm water detention techniques are put in place for the two proposed drainage ponds. There are 30’ drainage easements located between the lots throughout the development.

FLOODPLAIN:	No portion of the property is located within a floodplain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0188F, dated July 18, 2011.
PUBLIC /OPEN SPACES/ SCHOOLS:	No schools are located within the vicinity of the site. Big Woods Lake recreation area is located ½ mile to the west of the site. There are no parks in the immediate vicinity.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC	There is a 12” water line located along the east side of Leversee Road and an 8” water line along the north side of Warp Drive, a 12” Sanitary Sewer line located underneath Warp Drive and on the east side of Leversee Road, and a 24” Storm Sewer along the south side of Warp Drive.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as *Industrial.* The proposed site plan amendment would be in conformance with the Comprehensive Plan and Future Land Use Map for this area.
STAFF ANALYSIS – ZONING ORDINANCE:	The applicant is requesting to develop 7 lots for industrial uses at the corner of the Leversee Road and Warp Drive. The size of the lots range in size from 1.24 acres to 5.15 acres, with an average lot size of 2.58 acres. Each property shows at least one 30’ drainage easement. The preliminary plat contains: a) Legal Description b) Property Lines – Dimensions c) Date; North Arrow; Scale and Owner d) Sanitary sewer location e) Size of individual lots f) Street names. The final plat contains legal description, property line dimensions, date, adjoining subdivisions, easements, right-of-way widths, and proper land sequence. A deed of dedication and engineer’s certificate of survey will need to be submitted.
TECHNICAL REVIEW COMMITTEE	There were no concerns expressed at Tech Review.
STAFF ANALYSIS – SUBDIVISION ORDINANCE:	The submitted final plat appears to meet the guidelines as put forth by the Subdivision Ordinance.



Picture 1: Looking northwest from Warp Drive to the area to be platted.



Picture 2: Looking southeast from Leversee Road to the area to be platted.

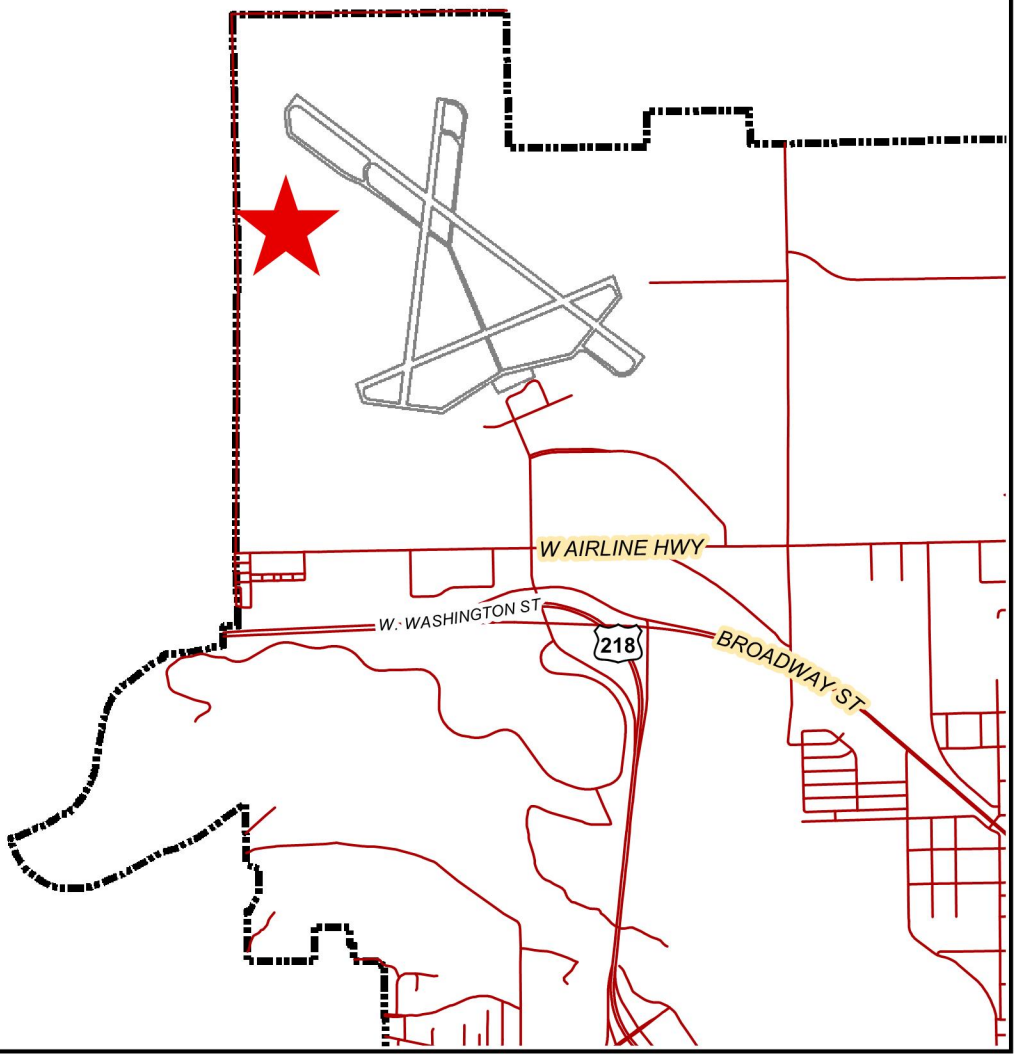
STAFF RECOMMENDATION:

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

1. The plat would not appear to have a negative impact on the surrounding area.
2. The plat would not appear to have a negative impact on traffic conditions in the area.
3. The plat will create additional development lots.

And with the following conditions (s):

1. That a deed of dedication is submitted prior to the final plat being sent to the City Council.



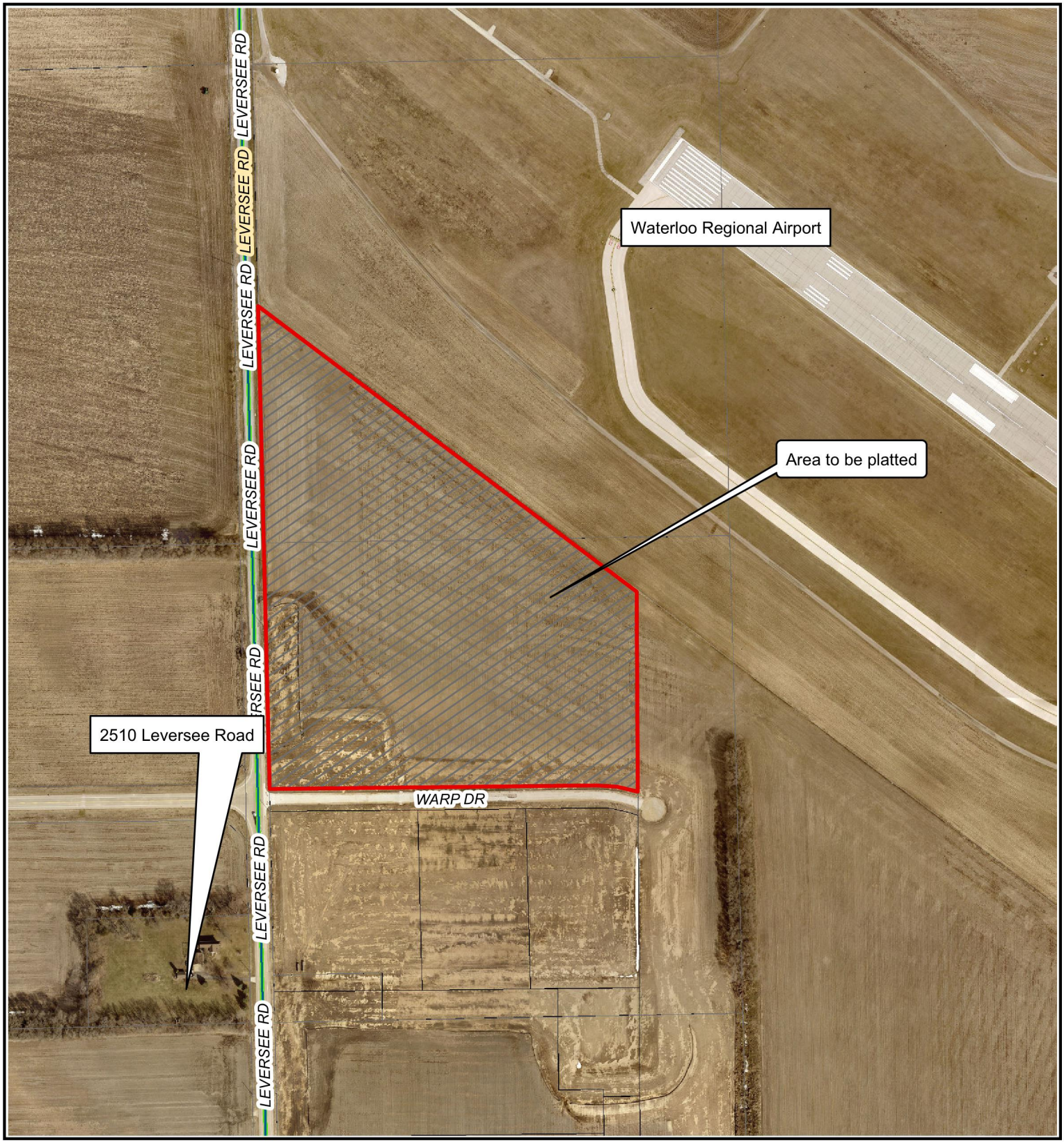
N
W E
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1,000 500 0 1,000
Feet

Waterloo Iowa

North and East of 2510 Leversee Road
Preliminary and Final Plat
City of Waterloo

City of Waterloo Planning, Programming and Zoning Commission
August 9, 2022



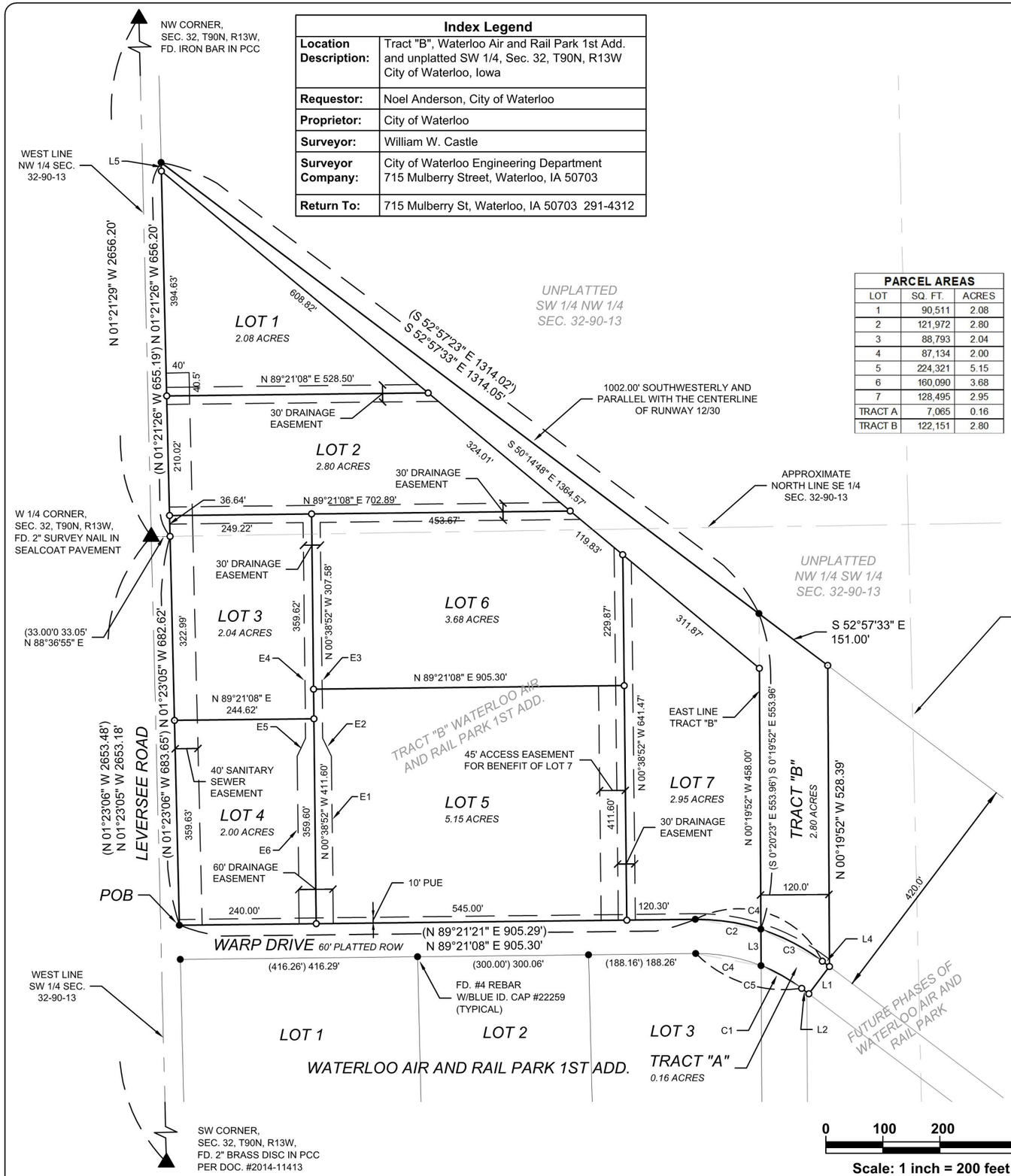
N
W E
S

Waterloo Iowa

North and East of 2510 Leversee Road
Preliminary and Final Plat
City of Waterloo

250 125 0 250
Feet

Index Legend	
Location Description:	Tract "B", Waterloo Air and Rail Park 1st Add. and unplatted SW 1/4, Sec. 32, T90N, R13W City of Waterloo, Iowa
Requestor:	Noel Anderson, City of Waterloo
Proprietor:	City of Waterloo
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



PARCEL AREAS		
LOT	SQ. FT.	ACRES
1	90,511	2.08
2	121,972	2.80
3	88,793	2.04
4	87,134	2.00
5	224,321	5.15
6	160,090	3.68
7	128,495	2.95
TRACT A	7,065	0.16
TRACT B	122,151	2.80

FINAL PLAT

WATERLOO AIR AND RAIL PARK 3RD ADDITION

A REPLAT OF TRACT B, WATERLOO AIR AND RAIL PARK 1ST ADDITION, AND A PORTION OF THE NW 1/4 OF THE SW 1/4, SEC. 32, T90N, R13W, CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA

Waterloo Air and Rail Park 3rd Addition, being a replat of Tract B of Waterloo Air and Rail Park 1st Addition and part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 32, Township 90 North (T90N), Range 13 West (R13W) of the 5th Principal Meridian, City of Waterloo, Black Hawk County, State of Iowa, and being more particularly described as follows:

Beginning at the Southwest Corner of said Tract B, Waterloo Air and Rail Park 1st Addition; thence North 01°23'05" West 682.62 feet (North 01°23'06" West 683.65 per Waterloo Air and Rail Park 1st Addition plat) along the west line of said Tract "B" to the north line of Southwest Quarter (SW 1/4) of Section 32; thence North 01°21'26" West 656.20 feet (North 01°21'26" West 655.19 feet per said 1st Addition plat) to the northwest corner of Tract "B"; thence South 52°57'23" East 1,314.02 feet (South 52°57'33" East 1,314.05 feet per said 1st Addition plat) along the north line of Tract "B", being a line 1,002.0 feet southwesterly of and parallel with the centerline of Waterloo Regional Airport Runway 12/30 to the northeast corner of said Tract "B"; thence continuing South 52°57'33" East 151.00 feet along a line that is 1,002.0 feet southwesterly of and parallel with the centerline of Waterloo Regional Airport Runway 12/30; thence South 00°19'52" East 528.39 feet along a line that is 120.0 feet normally distant to and parallel with the east line of said Tract "B" to a line that is 420.0 feet normally distant to and parallel with the aforesaid line that is 1,002.0 feet southwesterly of and parallel with the centerline of Waterloo Regional Airport Runway 12/30; thence South 37°02'17" West 60.00 feet perpendicular to the said runway centerline offset line; thence North 52°57'33" West 15.63 feet along a line that is 480.0 feet normally distant to and parallel with the aforesaid line that is 1,002.0 feet southwesterly of and parallel with the centerline of Waterloo Regional Airport Runway 12/30 to the point of tangency of the easterly continuation of the curve at the east end of Warp Drive as depicted on the aforesaid 1st Addition plat; thence northwesterly 82.04 feet along a curve concave southwesterly with a platted radius of 303.0 feet and having a long chord of 81.79 feet bearing North 60°37'31" West to the northeast corner of Lot 3, Waterloo Air and Rail Park 1st Addition; thence North 00°23'45" West 63.81 feet (North 00°20'23" West 63.81 feet per said 1st Addition plat) to the southeast corner of said Tract "B"; thence westerly 116.62 feet along a curve concave southerly with a platted radius of 363.0 feet and having a long chord of 116.21 feet bearing North 81°25'24" West to the point of tangency; thence South 89°21'08" West 905.30 feet (South 89°21'21" West 905.29 feet per said 1st Addition Plat) along the south line of said Tract "B" to the point of beginning containing 23.78 acres.

APPROXIMATE EAST LINE NW 1/4 SE 1/4 SEC. 32-90-13

Plat Legend:

- ● Found Monument
- ○ Set 5/8" x 24" Rebar w/Blue Plastic Cap "Iowa - 19715"
- ☒ Cut "X" in concrete, found or set
- (123.45') Record Measurement
- 123.45' Field Measurement
- POC Point of Commencement
- POB Point of Beginning

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S 37°02'17" W	60.00'
L2	N 52°57'33" W	15.63'
L3	N 00°23'45" W	63.81'
L4	N 52°57'33" W	15.63'
L5	N 01°21'26" W	14.92'
E1	N 00°38'52" W	293.47'
E2	N 25°46'00" W	35.34'
E3	N 00°38'52" W	378.74'
E4	N 00°38'52" W	378.74'
E5	N 25°04'30" E	34.56'
E6	N 00°38'52" W	294.32'

CURVE TABLE						
CURVE NO.	ARC LENGTH	RADIUS (PLAT)	RADIUS (MEAS.)	DELTA ANGLE	CHORD BEARING	CHORD DISTANCE
C1	82.04'	303.00'	302.24'	15°33'07"	N 60°37'31" W	81.79'
C2	116.62'	363.00'	362.29'	18°26'37"	N 81°25'24" W	116.12'
C3	112.12'	363.00'	362.29'	19°18'48"	N 62°32'42" W	121.54'
C4	238.74'	363.00'	326.29'	37°45'25"	N 71°46'01" W	234.45'
C5	199.30'	303.00'	302.24'	37°46'56"	N 71°44'26" W	195.71'

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. Survey field work completed on July 19, 2022.
3. All dimensions are in US Survey feet and decimals thereof.
4. See Deed of Dedication for covenants and restrictions.
5. Tract "A" to be dedicated to City of Waterloo for Warp Drive right-of-way.
6. Tract "B" to be a regional detention basin serving Lots 1 thru 7 of Waterloo Air and Rail Park 3rd Addition.

Owner / Developer:
City of Waterloo, IA

Survey Requested By:
Noel Anderson
Economic Development Dir.
715 Mulberry Street,
Waterloo, Iowa 50703
Phone: (319) 291-4366

Surveyor:
William Castle, PLS, PE
City of Waterloo Engr. Dept.
715 Mulberry Street
Waterloo, Iowa 50703
Phone (319) 291-4312

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.

PRELIMINARY

William W. Castle, PLS **Date**
License Number 19715
My License Renewal Date is December 31, 2023.
Pages or sheets covered by this seal : _____

FINAL PLAT
WATERLOO AIR AND RAIL PARK 3RD ADDITION
CITY OF WATERLOO, BLACK HAWK CO., IA

715 MULBERRY STREET
WATERLOO, IOWA 50703
(319) 291-4312 PHONE
(319) 291-4262 FAX

CITY OF WATERLOO, IA
ENGINEERING DEPARTMENT

DATE: 8/29/2022

SHEET 1 OF 1

CITY OF WATERLOO PLANNING AND ZONING COMMISSION
REQUEST FOR PLATTING (FINAL)

1. APPLICATION INFORMATION:

a. Applicant's Name (please print): CITY OF WATERLOO
Address: 715 MULBERRY ST Phone: 319-291-4366
City: WATERLOO State: IA Zip: 50703
Email: NOEL.ANDERSON@WATERLOO-IA.ORG

b. Status of Applicant: (a) Owner X (b) Other ___ (CHECK ONE): If other explain: _____

c. Property Owner's Name if different than above (please print): _____
Address: _____ Phone: _____
City: _____ State: _____ Zip: _____

2. PREPARER INFORMATION (licensed land surveyor):

a. Preparer's Business Name (please print): _____
Primary Preparer's Name: _____
Phone: _____ E-mail: _____

3. PROPERTY INFORMATION:

a. Name of Plat: WATERLOO AIR + RAIL PARK A REPLAT OF TRACT B OF
b. General Location of Property: NORTHEAST OF 2510 LOUISE RD WATERLOO AIR + RAIL PARK
c. Area of Proposed Plat: 4 ACRES
d. Area of Proposed Plat to be dedicated/conveyed to the City: _____
e. Value of area to be dedicated/conveyed to the City: _____
f. Zoning District(s): M-2, P

4. OTHER DOCUMENTATION:

a. Date of Preliminary Plat Approval: P&Z 8/4/20 City Council 8/17/20
b. Six (6) copies of the Final Plat which are in conformance with Section 11-3-3 of the Subdivision Ord. (also submit a digital copy of the plat in PDF format)
c. Three (3) copies of Deed of Dedication (must be original signatures)
d. Three (3) copies of all Contract, Petition and Waiver forms (must be original signatures)
e. Three(3) copies of Certificate of Survey (must be original signatures)

5. PUBLIC IMPROVEMENTS

a. Costs for any public improvements: __Estimate __Actual

	Total Cost
Storm Sewer	$_____
Sanitary Sewer	$_____
Paving	$_____
Land Dedicated	$_____
TOTAL	$_____

The Request Fee of **$215 + $10 per lot** (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 approved. Any major change in any of the information given will require that the request go back through the process, with a new Request Fee. The undersigned certify under oath and penalty of perjury that all information on this request and submitted along with it is true and correct. All information 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.

7.27.22 7.27.22

Signature of Applicant Date Signature of Owner Date

DEED OF DEDICATION
WATERLOO AIR AND RAIL PARK, 3rd ADDITION
WATERLOO, BLACK HAWK COUNTY, STATE OF IOWA

The City of Waterloo, Iowa ("Owner"), being desirous of platting the land described in the attached Certificate of Survey, by William W. Castle, a licensed land surveyor, dated _____, 2022, does by these presents designate and set apart the described premises as a subdivision of the City of Waterloo, Black Hawk County, Iowa, the same to be hereafter known as and called **Waterloo Air and Rail Park, 3rd Addition, Waterloo, Black Hawk County, Iowa** (the "Property"), all of which is with the free consent and desire of the undersigned, and the undersigned hereby dedicates and sets apart for public use the streets and avenues as shown on the attached plat.

The undersigned hereby covenants and agrees for itself, its successors and assigns, that said subdivision shall be and the same is hereby made subject to the following restrictions as fully and effectively for all intents and purposes as if the same were contained and set forth in each deed, conveyance and mortgage that this grantor or its successors in interest may hereafter make and that such restrictions shall run with the land in the particulars hereinafter stated, to wit:

ARTICLE I
DEDICATION; RESTRICTIONS

1. Establishment of Restrictions. The Property is now held and shall hereafter be held, transferred, sold, leased, conveyed and occupied, subject to the covenants, conditions, restrictions and easements set forth in this instrument, each of which shall run with the land and shall be binding upon the inure to the benefit of each and every parcel of the Property, and each of which shall apply to and bind and benefit and may be enforced by the owner of each or any parcel of the Property, and the heirs, assignees and successors in interest of each and every owner of a parcel or parcels.

2. Utilities. Any company or agency supplying electricity, gas or communication service to any parcel in said addition shall have the right to construct, maintain and operate permanent underground gas, electricity, or communication feeder or service facilities, within the easement lines as shown on the plat of said addition attached hereto.

Further, the City of Waterloo and any public company having a franchise for the distribution and sale of gas, electricity, water or communication service in said City shall have the right to construct, maintain and operate underground sewer, water, gas and communication service lines within the easement lines as shown on the plat attached hereto. The proprietor, agents and contractors of all such service corporations or agencies shall have the right of reasonable access to their said services and installations for the purpose of the proper construction, inspection, maintenance, repair, replacement and removal of their lines and equipment.

3. Other Easements. Owner does hereby dedicate and convey to the City of Waterloo, Iowa, its successors and assigns, perpetual easements for surface water drainage, storm water, sanitary sewer, and other public infrastructure, as may be shown on the plat

attached hereto, including but not limited to the right to construct, maintain and operate any facilities or improvements relating thereto.

4. Further Dedications. Owner hereby further dedicates and conveys to the City of Waterloo, Iowa, its successors and assigns, the areas designated on the plat map as Tract "A" and Tract "B". Tract "A" is dedicated for street and right-of-way purposes. Tract "B" is dedicated for storm water management purposes, development purposes and such other purposes as the City of Waterloo may hereafter declare by separate instrument for said Tract. The City of Waterloo shall have discretion to dedicate and/or convey such portions of Tract "B" as may be desirable for or in connection with private development of adjacent parcels and to place upon such tract or portion thereof such additional restrictions, or to release same from any limitation of purpose set forth above, as the City of Waterloo considers necessary or advisable.

5. Storm Water Management Facility. Tract "B" in the subdivision shall be a storm water management facility (the "Facility"), and said Facility shall benefit certain lots in this subdivision as described on Exhibit "A" attached hereto (collectively, the "Benefited Property"). The Owner shall perform the duties with relation to the Facility as required under a Maintenance and Repair Agreement to be filed concurrently with this Deed of Dedication, until such time that the Owner, in its sole discretion, assigns such duties to the WARP 3rd Storm Water Drainage Association (the "Association"). The Owner shall file articles of incorporation and adopt bylaws of the Association on or before the date on which the City of Waterloo, Iowa has accepted the Facility and other public improvements pursuant to the plat of this subdivision. The purpose of the Association shall be to ensure compliance with the Maintenance and Repair Agreement and to perform such other functions as may be set forth in the articles of incorporation and bylaws of the Association. The Association shall have authority to establish annual fees for membership in the Association and shall have authority to adjust the annual membership fees as it deems appropriate to carry out the duties described in this paragraph and in the Maintenance and Repair Agreement. The owner of each lot or other parcel of land included in the Benefited Property shall be a member of the Association. The annual fee to be paid by each Association member shall be proportional to the square footage or acreage of real estate owned by the member as compared to the square footage or acreage of the Benefited Property. Membership fees that are unpaid shall be assessed as a lien against the member's property in the manner and as provided for in the articles of incorporation or bylaws of the Association.

ARTICLE II
USE OF THE PROPERTY

1. Permitted Use. Unless otherwise specifically prohibited by the City of Waterloo or other governmental agency, permitted uses shall be distribution warehouse, cross-docking facilities, contractor storage yard, office facilities, technological or business operation, manufacturing, assembly facility, laboratory and research.

2. Uses Not Permitted. The following uses are expressly prohibited: Auto salvage yard, feed and fuel yard, slaughter houses, stock yards, or other facilities processing or handling live animals, the rendering or refining of fats and oils, or residential use. This is in addition to limitations called for in the zoning restrictions or ordinances applicable to the Property from time to time.

3. Other Conditions Not Permitted. Any facility or operation which causes a nuisance due to noise, odor, rubbish accumulation and/or release of hazardous materials in violation of applicable law, rule, regulation or order shall not be permitted.

4. Temporary Structures. Temporary structures will be allowed to be used only as construction offices and/or small tool sheds. The temporary structures are to be removed within two (2) years after placement.

ARTICLE III
DEVELOPMENT STANDARDS

1. Vehicle Parking. All vehicle parking requirements must be provided for within the property boundaries and shall be set back from all property lines with street frontage a minimum of five (5) feet.

2. Truck Parking and Maneuvering. The maneuvering area for trucks must be such as to allow for the truck to back up to the buildings or parking spaces without using the street as part of the maneuvering area.

3. Pavement Requirement. The entire area for auto parking, truck parking and maneuvering shall be paved. Notwithstanding the foregoing, the parking area for empty trucks may be gravel. Outside storage area, where approved, may be gravel.

4. Outside Storage. Outside storage will be allowed only in rear and side yards, and storage areas must be screened in conformity with the definition of "screen" in the City of Waterloo zoning ordinance. Outside storage may be allowed otherwise where approved through the site plan review process. Such storage areas may be gravel.

5. Landscape. The entire area that is not covered with building, pavement or approved gravel must have only grass/landscaping in accordance with City of Waterloo requirements.

6. Building Materials. All exterior faces of buildings shall be finished. An expansion wall of different materials may be approved through the site plan approval process.

7. Fences. Where fences are to be installed, the fence shall be located entirely on the subject parcel and shall not encroach upon the street right-of-way, and the area between the fence and street curb shall be grassed and landscaped. The finished side of any fence shall be placed in such a manner as to face outward from the property.

ARTICLE IV
ORGANIZATION AND APPROVAL

1. Plan Approval. Proposed site plans will be reviewed through the City of Waterloo site plan process. Existing owners of land in the subdivision shall be notified of the plan review process at the time said plan is submitted to the City for review.

2. Duration of Covenants. Unless otherwise extended or removed, these restrictions shall be applicable for a term of twenty-one (21) years commencing upon the recordation hereof and thereafter may be renewed as provided in Iowa law. At any time, any of the restrictions may be terminated by written agreement joined in by the owners of 90% in area of the land subject hereto.

3. Amendment. These restrictions may only be amended in writing by the agreement of not less than the owners of 90% in area of the land subject hereto. Any amendment to these restrictions shall be recorded.

Dated _____, 2022.

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on _____, 2022 by Quentin M. Hart and Kelley Felchle as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____
Notary Public

Certificate of Survey

I, William W. Castle, a duly licensed Land Surveyor in the State of Iowa, do hereby certify that a survey was made, under my supervision, of the property to be known as Waterloo Air and Rail Park 3rd Addition, in Section 32, Township 90 North, Range 13 West of the 5th PM, City of Waterloo, Black Hawk County, State of Iowa, as shown on the attached plat, and further described as follows:

Waterloo Air and Rail Park 3rd Addition, being a replat of Tract B of Waterloo Air and Rail Park 1st Addition and part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 32, Township 90 North (T90N), Range 13 West (R13W) of the 5th Principal Meridian, City of Waterloo, Black Hawk County, State of Iowa, and being more particularly described as follows:

Beginning at the Southwest Corner of said Tract B, Waterloo Air and Rail Park 1st Addition; thence North 01°23'05" West 682.62 feet (North 01°23'06" West 683.65 per Waterloo Air and Rail Park 1st Addition plat) along the west line of said Tract "B" to the north line of Southwest Quarter (SW 1/4) of Section 32; thence North 01°21'26" West 656.20 feet (North 01°21'26" West 655.19 feet per said 1st Addition plat) to the northwest corner of Tract "B"; thence South 52°57'23" East 1,314.02 feet (South 52°57'33" East 1,314.05 feet per said 1st Addition plat) along the north line of Tract "B", being a line 1,002.0 feet southwesterly of and parallel with the centerline of Waterloo Regional Airport Runway 12/30 to the northeast corner of said Tract "B"; thence continuing South 52°57'33" East 151.00 feet along a line that is 1,002.0 feet southwesterly of and parallel with the centerline of Waterloo Regional Airport Runway 12/30; thence South 00°19'52" East 528.39 feet along a line that is 120.0 feet normally distant to and parallel with the east line of said Tract "B" to a line that is 420.0 feet normally distant to and parallel with the aforesaid line that is 1,002.0 feet southwesterly of and parallel with the centerline of Waterloo Regional Airport Runway 12/30; thence South 37°02'17" West 60.00 feet perpendicular to the said runway centerline offset line; thence North 52°57'33" West 15.63 feet along a line that is 480.0 feet normally distant to and parallel with the aforesaid line that is 1,002.0 feet southwesterly of and parallel with the centerline of Waterloo Regional Airport Runway 12/30 to the point of tangency of the easterly continuation of the curve at the east end of Warp Drive as depicted on the aforesaid 1st Addition plat; thence northwesterly 82.04 feet along a curve concave southwesterly with a platted radius of 303.0 feet and having a long chord of 81.79 feet bearing North 60°37'31" West to the northeast corner of Lot 3, Waterloo Air and Rail Park 1st Addition; thence North 00°23'45" West 63.81 feet (North 00°20'23" West 63.81 feet per said 1st Addition plat) to the southeast corner of said Tract "B"; thence westerly 116.62 feet along a curve concave southerly with a platted radius of 363.0 feet and having a long chord of 116.21 feet bearing North 81°25'24" West to the point of tangency; thence South 89°21'08" West 905.30 feet (South 89°21'21" West 905.29 feet per said 1st Addition Plat) along the south line of said Tract "B" to the point of beginning containing 23.78 acres.

I further certify that the plat as shown is a correct representation of the survey and that iron monuments will be placed at all corners as indicated on the plat within six months from the filing of the plat.

_____

William W. Castle, PLS Date
Iowa License Number 19715
My license renewal date is December 31, 2023.

CITY OF WATERLOO, IOWA

ENGINEERING DEPARTMENT
715 Mulberry St. • Waterloo, IA 50703 • Phone (319) 291-4312 • Fax (319) 291-4262
Email: city.engineer@waterloo-ia.org
JAMIE KNUTSON, PE • *City Engineer*

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

September 21, 2022

Aric Schroeder, City Planner
Planning, Programming & Zoning Commission
Waterloo City Hall
Waterloo, IA 50703

RE: FINAL PLAT
WATERLOO AIR AND RAIL PARK 3RD ADDITION

Dear Aric:

This final plat has been reviewed, and it has been determined that it meets the requirements of the applicable portions of Section 3, 4 and 5 of Ordinance 2997, Subdivision Ordinance.

It is recommended that this final plat be approved.

Sincerely,

Dennis J. Gentz, P.E.
Assistant City Engineer

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 9/21/2022

ATTACHMENTS:

Description	Type
Development Agreement	Backup Material
Amendment to Development Agreement	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval of Termination
Summary Statement:	The City of Waterloo entered into a development agreement with Goldfinch S&M Properties, LLC to rehab the City owned home at 1332 Walker Street. The developer has failed to complete the project, and on March 11, 2022 the developer was mailed notice of default. The certified letter came back as unclaimed. The developer has failed to cure default, which was failure to complete the project per the time line provided for in the development agreement, in the 30 day cure period provided for in the notice. This action will terminate the development agreement and allow the City of Waterloo to move forward with the rehabilitation of the property.
Data/Analysis and Strategies:	Land Use
Expenditure Required/Source of Funds:	None
Legal Descriptions:	The West half of the West half of Lot “F” in “Cedar Dale”, in Black Hawk County, Iowa (now in the City of Waterloo, Iowa), except the Northerly 330 feet thereof, and except that part described as follows: Commencing at the Southeast corner of the West half of the West half of said Lot “F”; running thence North along the East line of the West half of the West half of said Lot

“F” a distance of 210 feet; thence at right angles in a Westerly direction a distance of 60 feet; thence South along a line parallel with the East line of the West half of the West half of said Lot “F” a distance of 210 feet to the North line of Walker Street; thence East to the point of beginning.

Doc ID: 009892880014 Type: GEN
Recorded: 07/16/2020 at 11:30:31 AM
Fee Amt: $72.00 Page 1 of 14
Black Hawk County Iowa
SANDIE L. SMITH RECORDER
File 2021-00001069

*City of Waterloo

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 April 27, 2020, by and between Goldfinch S&M Properties LLC ("Company"), and the City of Waterloo, Iowa ("City").

RECITALS

A. Company is willing and able to finance and rehabilitate an existing property located at 1332 Walker Street, Waterloo, Iowa (the "Property"), legally described as set forth on Exhibit "A" attached hereto.

B. 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. City believes that rehabilitation of the Property is in the best interests of the City and in accordance with the public purposes and provisions of the applicable State and local laws and requirements under which the project has been undertaken and is being assisted.

AGREEMENT

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

1. **Sale of Property; Title.** Subject to the terms hereof, City shall convey the Property to Company for the sum of $5,000.00 (the "Purchase Price"). Conveyance shall be by quit claim deed, free and clear of all encumbrances arising by or through City except: (a) easements, servitudes, conditions and restrictions of record; (b) current and future real estate real property taxes and assessments subject to the agreements made herein; (c) general utility and right-of-way easements serving the Property; and (d) restrictions imposed by the City zoning ordinances and other applicable law. City shall have no duty to convey title to Company until Company delivers to City reasonable and satisfactory proof of financial ability to undertake and carry on the Project (defined

below), which may take the form of a lending commitment letter. Company may, at its own expense, obtain whatever form of title evidence it desires. If title is unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Company, Company may terminate this Agreement. City shall provide any title documents it has in its possession, including any abstracts, to assist in title review.

2. **Improvements by Company.** Company acknowledges that it has had a reasonable opportunity to inspect the Property and to conduct other due diligence related to the Project. Company agrees to accept the Property in its "AS IS" condition, without any warranty from City, expressed or implied, as to the condition of the Property, its marketability, or its fitness for any particular purpose. Company shall rehabilitate the existing structures on the Property for single-family residential purposes and make other improvements to the buildings and grounds (collectively, the "Improvements"). The Improvements shall be constructed in accordance with the terms of this Agreement, all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. Attached as Exhibit "B" are Company's specific renovation plans and estimated project budget. 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 other work to make the project site usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project".

3. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Company's commitment to cause the Project to be undertaken and to rehabilitate the Property in a timely manner constitutes a material inducement for the City to extend the development incentives provided for in this Agreement, including but not limited to its commitment to convey the Property to Company, and that without said commitment City would not have done so. Subject to Unavoidable Delays (defined below), Company must obtain a building permit and begin construction of the Improvements within one (1) month from the date of that it receives title to the Property from City (the "Project Start Date"), and Substantially Complete rehabilitation within four (4) months after commencement (the "Project Completion Date"). For purposes of this Agreement, "Substantially Completed" means the date on which the rehabilitation Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto.

If Company has not begun Improvements before the Project Start Date, City may terminate this Agreement as set forth in Section 13, title to the Property shall revert to City, and City shall have no further obligation hereunder. If rehabilitation has not begun by the Project Start Date but the commencement of the Project is still imminent, the City Council may, but shall not be required to, grant an extension of the

Project Completion Date. If rehabilitation work has commenced within the required period or any extended period and is stopped and/or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each of the foregoing is an "Unavoidable Delay"), then time lost as a result of Unavoidable Delays shall be added to extend the Project Completion Date by a number of days equal to the number of days lost as a result of Unavoidable Delays, and thereafter if the Improvements are not completed within the allowed period of extension, City may terminate this Agreement as set forth in Section 13, title to the Property shall revert to City, and City shall have no further obligation hereunder.

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

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

5. **Deed-Back Option.** If Company determines at any time that the Project is not economically feasible, such as by discovery of unanticipated structural problems or for other reasons as determined by Company, then upon thirty (30) days' advance written notice to City Company may deed the Property back to City on the terms set forth in Section 4, and thereafter neither party shall have any further obligation under this Agreement except as provided in Section 4. In connection with any reconveyance of title to City, Company shall not be entitled to a refund of the Purchase Price.

6. **Utilities.** Company will be responsible for obtaining or extending water, sewer, telephone, electricity, gas and other utility services to any location on the Project Site and for payment of any associated connection fees and costs of usage after the date of conveyance from City.

7. **Additional City Incentives.** In addition to the other incentives provided by City to Company under this Agreement, City agrees to provide the following assistance to facilitate the Project:

A. Purchase Price Refund. Within thirty (30) days after Company has Substantially Completed the Improvements and has obtain final inspection on all permits obtained for the Project, City will refund the Purchase Price to Company.

B. Rehabilitation Grant. Concurrently with refund of the Purchase Price pursuant to paragraph A above, City will make a $5,000.00 rehabilitation grant to Company.

8. **No Encumbrances; Limited Exception.** Until completion of the Improvements, Company agrees that it shall not create, incur, or suffer to exist any Liens on the Property, other than such mortgage or mortgages as may be reasonably necessary to finance Company's completion of the Improvements and of which Company notifies City before Company executes any such mortgage. Company may not mortgage the Property or any part thereof for any purpose except in connection with financing of the Improvements.

9. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Property prior to completion of the Project, whether in whole or in part, to any other person or entity without the prior written consent of City. Reasonable grounds for the City to withhold its consent shall include but are not limited to the inability of the proposed transferee to demonstrate to the City's satisfaction that it has the financial ability to observe all of the terms to be performed by Company under this Agreement.

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

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

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

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

A. It is duly organized, validly existing, and in good standing under the laws of the state of its organization.

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 operating agreement 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.

12. **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 rehabilitation Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

B. Transfer by Company of any interest (either directly or indirectly) in the Improvements, the Property, or this Agreement, without the prior written consent of City;

C. 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;

D. 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.

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.

13. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may terminate this Agreement. Before exercising such remedy, City shall give 30 days' written notice to Company of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 30 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Upon termination, City may exercise any and all remedies available at law, equity, contract or otherwise for recovery of any sums paid by City to Company before the date of termination or to recover ownership of the Property as set forth in this Agreement.

B. Default by City. Whenever any Event of Default in respect of Company occurs and is continuing, Company may take such action against City to require it to specifically perform its obligations hereunder. Before exercising such remedy, Company shall give 30 days' written notice to City of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within 30 days and City shall not have provided assurances reasonably satisfactory to

the Company that the Event of Default will be cured as soon as reasonably possible.

C. 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.

14. **Indemnification.** Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Project site or resulting from any defect in the Improvements. The indemnified parties shall not be liable for any damage or injury to the persons or property of Company or its directors, officers, employees, contractors or agents, or any other person who may be about the Project site or the Improvements, due to any act of negligence or willful misconduct of any person, other than any act of negligence or willful misconduct on the part of any such indemnified party or its officers, employees or agents. The provisions of this Section shall survive the expiration or termination of this Agreement.

15. **Materiality of Company's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

16. **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.

17. **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.

18. **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, fax number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, at 116 Chestnut Street, Waterloo, Iowa 50703, Attention: CEO.

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.

19. **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.

20. **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.

21. **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.

22. **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.

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 one or more 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 M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

GOLDFINCH S&M PROPERTIES LLC

By: Stanley V. Evans
Stanley V. Evans, CEO

EXHIBIT "A"

Legal Description of Property

The West half of the West half of Lot "F" in "Cedar Dale", in Black Hawk County, Iowa (now in the City of Waterloo, Iowa), except the Northerly 330 feet thereof, and except that part described as follows: Commencing at the Southeast corner of the West half of the West half of said Lot "F"; running thence North along the East line of the West half of the West half of said Lot "F" a distance of 210 feet; thence at right angles in a Westerly direction a distance of 60 feet; thence South along a line parallel with the East line of the West half of the West half of said Lot "F" a distance of 210 feet to the North line of Walker Street; thence East to the point of beginning.

EXHIBIT "B"

Project Plans and Budget

See attached.

ESTIMATE

Stanley V. Evans
1332 Walker st.
waterloo, iowa 50707
(619) 571-0259

Dirty Work Lawn Care And Property Maintenance
533 California St
Waterloo, Iowa 50703

Estimate # 000260
Date 02/01/2020

Description	Quantity	Rate	Total
Roof there is a hole in the front south east lower portion of the roof. Ridge line on roof looks pretty straight. I would recommend patching hole by resheathing the problem areas followed by steel roofing (overlay) on this application. eliminates tear off labor. potential to last the lifetime of future buyer. i also recommend installing a slope and adding steel to flat portion of roofing over the garage.	1.0	$6,000.00	$6,000.00
trash out/demo clear trash and any debris from demo. this property is full of trash left over from previous owner. demo portions include but not limited to any wall with moisture damage ceilings, building grounds and any units that come with this property.	1.0	$7,000.00	$7,000.00
plumbing includes price of fixtures i would. I recommend installing pex pipes in exchange of all current plumbing. Having a manifold installed for ease of shut off for emergency situations and any future repairs or upgrades.	1.0	$10,000.00	$10,000.00
electrical current electrical situation is unknown but believe that budget is sufficient for any changes to code (currently talking with electricians)	1.0	$10,000.00	$10,000.00
flooring would suggest using luxury vinyl planks as flooring material in all rooms of this unit with only carpet installed in sleeping spaces	1.0	$6,000.00	$6,000.00
repair damaged walls and painting repairing of unit walls texture (knock down) with designer fan finish	1.0	$6,000.00	$6,000.00

on ceilings with the exception of the kitchen and room with fireplace.			
landscaping Clear any unwanted vegetation and add curb appeal. remove all suckilings and unwanted vegitation. adding mulch and perennial plants for ease of future maintenance. repair dilapidated fence power wash and restain.	1.0	$3,000.00	$3,000.00
repair double stall garage new roof new siding adding two doors for security and entry	1.0	$6,000.00	$6,000.00
new pocket windows (optional) replace all outdated windows with pocket windows	1.0	$5,000.00	$5,000.00
Appliances new Stove refrigerator dishwasher washer dryer	1.0	$6,000.00	$6,000.00
Bathroom fixtures new sink new vanity new bath and shower tub combos lvp flooring	1.0	$5,000.00	$5,000.00

Subtotal	$70,000.00
Total	**$70,000.00**

Notes:

If client agrees to the terms and pricing of this estimate a 15% contractor's fee will be applied

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

RESOLUTION NO. 2020-284

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH GOLDFINCH PROPERTIES, LLC, FOR THE REDEVELOPMENT OF A SINGLE FAMILY HOME LOCATED AT 1332 WALKER STREET, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID DOCUMENTS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, that the Development Agreement dated April 27, 2020, between Goldfinch Properties, LLC and the City of Waterloo, Iowa, for the redevelopment of a single family home located at 1332 Walker Street, is hereby approved, and the Mayor and City Clerk are authorized and directed to execute said document on behalf of the City of Waterloo, Iowa.

PASSED AND ADOPTED this 27th day of April 2020.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle
City Clerk

CERTIFICATE

I, Kelley Felchle, City Clerk of the City of Waterloo, Iowa, do hereby certify that the preceding is a true and complete copy of Resolution No. 2020-284 as passed and adopted by the City Council of the City of Waterloo, Iowa, on the 27th day of April 2020.

Witness my hand and seal of office this 27th day of April 2020.

Kelley Felchle
City Clerk

SEAL



Doc ID: 010028870002 Type: GEN
Recorded: 12/17/2020 at 02:45:11 PM
Fee Amt: $12.00 Page 1 of 2
Black Hawk County Iowa
SANDIE L. SMITH RECORDER
File 2021-00012970

*City of Waterloo

Prepared by Christopher S. Wendland, P.O. Box 596, Waterloo, IA 50703. 319-234-5701

AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement (the "Amendment") is entered into as of September 28, 2020 by and between Goldfinch S&M Properties LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. Company and City are parties to that certain Development Agreement dated as of April 27, 2020 (the "DA") concerning the development of property as described in the Agreement. The DA has been filed in the land records of Black Hawk County as Doc. No. 2021-01069.

B. The parties desire to amend the DA to modify the terms as set forth in this Amendment.

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

1. Section 3 of the DA is amended to strike the second sentence thereof in its entirety and to replace such sentence with the following: "Subject to Unavoidable Delays (defined below), Company must obtain a building permit and begin construction of the Improvements within one (1) month from the date of that it receives title to the Property from City (the "Project Start Date"), and Substantially Complete rehabilitation by September 30, 2021 (the "Project Completion Date")."

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

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

120.00 XKK (12) 2

CITY OF WATERLOO, IOWA

By: Quentin Hart
Quentin Hart, Mayor

Attest: Kelley Felchle
Kelley Felchle, City Clerk

GOLDFINCH S&M PROPERTIES LLC

By: Stanley V. Evans
Stanley V. Evans, CEO

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 9/20/2022

ATTACHMENTS:

	Description	Type
	Prof Serv Agreement	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Proposal for architectural design and engineering services for the renovation of three areas of City Hall: 2nd Floor Engineering offices; updates to reception desk at Clerk's Office and Mayor's office.

INVISION
PLANNING | ARCHITECTURE | INTERIORS

September 20, 2022

Greg Ahlhelm
Building Official / Commercial Plans Examiner
Waterloo Building Department
715 Mulberry Street, 2nd Floor
Waterloo, IA 50703
Greg.ahlhelm@waterloo=ia.org

Re: **City Hall Renovations**

Greg:

We are pleased to present this proposal for architectural design and engineering services for the renovation of three areas of City Hall:

- Engineering Offices on 2nd floor
- Updates to the Reception desk at the Clerk office
- Mayor Office

The work will have to be publicly bid.

SCOPE DESCRIPTION

A. Schematic Design and pricing phase for:
    a. Engineering Office area remodeling. Overall area remains the same as it is today. Goal is to make the space function more efficiently for the staff.
    b. Clerk Office reception desk to provide security glazing, ADA compliant counter, revised design on staff side of counter for computers, printers, storage, and other items.
    c. Mayor office reception area remodeling to provide better access and security with public. Also, renovation to single user toilet to be ADA compliant.
    d. Provide Schematic Design pricing of approved design for City Council budgeting and approval.
B. Design Development, Construction Documents, Bidding and Construction Administration after Council approval to proceed.
    a. This scope and associated design fees will be developed after SD scope approval.

DELIVERABLES and SERVICES INCLUDED:

1. Architectural, Mechanical and Electrical engineering Schematic Design documentation.
2. Engineering Department Scope:
    a. Architectural: Design images, floor plans, reflected ceiling plans, narrative.
    b. Mechanical, Electrical, Plumbing, and Technology narrative
    c. Structural is not expected to be needed.
    d. Site verification for modeling and MEPT systems
3. Clerk Reception Desk Scope:
    a. Architectural: Design images, floor plans, interior elevations
    b. Electrical narrative
    c. Structural is not expected to be needed.
4. Mayor Office Reception

   a. Architectural: floor plans, interior elevations if needed, design images as needed.
   b. Mechanical, Electrical, Plumbing, and Technology narrative
   c. Structural is not expected to be needed.
   d. Site verification for existing conditions, modeling, and MEPT systems.
5. Meetings:
   a. Meeting 1: Needs assessment for each department.
   b. Meeting 2: Design options review
   c. Meeting 3: Review of final design option and schematic design cost opinion.

SERVICES EXCLUDED:

A. Design Development Phase services
B. Bidding phase services
C. Construction Phase Services
D. Services beyond the scope of this letter
E. Furniture, Fixtures and other Equipment
F. Signage design and specification
G. Specifications for bidding and construction.

CLIENT RESPONSIBILITIES:

1. Supply of existing building documentation
2. Participate in meetings outlined by Design Team to support design process
3. Participation of final decision makers
4. Plan review for code compliance

CONSTRUCTION BUDGET:

1. Construction Budget has not been established.

SCHEDULE:

This proposal assumes 3 meetings. Schematic Design documents to be complete in December 2022, or earlier. Schedule milestone goals:

- Schematic Design Complete – December 2022
- Additional design and construction phase work will be evaluated after Schematic Design approval.

BASE SERVICE FEE

We propose a lump sum fee of $12,500 for the services outlined above.

Reimbursable expenses, as needed, will be invoiced at cost with no markup.

If this is acceptable, please return a signed copy of this letter to our office for our records. We will then formalize with the AIA Agreement between Architect and Owner.

Please contact me if you have any questions regarding the proposal at katep@invisionarch.com or (319) 433-3824. We appreciate this opportunity to work with you again!

INVISION
PLANNING | ARCHITECTURE | INTERIORS

Sincerely,

Kate Payne, AIA
Managing Director

Cc: Eric Ritland, ericr@invisionarch.com ; Lisa Chamberlain, lisac@invisionarch.com

Authorized By: _____
Signature Date

Printed Name: _____

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 9/22/2022

ATTACHMENTS:

	Description	Type
	Per Mar Security Contract	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager
Recommended Action:	Approve resolution for the contract with Per Mar Security Services

PER MAR SECURITY SERVICES

Security Officer Services Contract

This contract is made and executed this 12th day of September, 2022, by and between Per Mar Security & Research Corp., an Iowa Corporation (hereinafter called "Per Mar") and The City of Waterloo.

Whereas, Client maintains and operates a waste management facility in the City of Waterloo, State of Iowa.

Now, for the consideration hereinafter set forth, the following is agreed by and between the parties:

1. That Client engages Per Mar to furnish Security Officer Service at the above Client location under the terms as set forth below. Subject to the terms and conditions of this contract, the term shall begin October 23, 2022 and continue through October 23, 2025, unless extended for an additional 2-year term by written agreement of the parties. The contract term shall be subject to further annual extensions upon written agreement of the parties. If a party desires not to extend the renewal term, it shall provide at least 60 days' advance written notice to the other party.

2. Without limiting responsibility of Per Mar for the proper conduct of the Security Officers and the protection of the property, the conduct of the Security Officers is to be guided by policy and rules agreed upon between Client and Per Mar; and such other special written instructions applicable to the services as may be agreed upon by the parties from time to time.

3. Per Mar is responsible for the direct supervision of its Security Officers through its designated agent at the premises to which this contract relates and such agent will in turn be available at all reasonable times to report and confer with the designated agent of the Client with respect to the services.

4. Per Mar agrees that the protection services covered by this contract shall be performed by qualified employees in conformity with practices current in the security industry. Per Mar further agrees that, upon request from Client, Per Mar will remove from service hereunder any of its employees who, in Client's opinion, is chargeable with improper conduct, as quickly as a qualified replacement can be made available. Per Mar may not assign, delegate or subcontract any of its obligations hereunder without prior written consent of the client.

5. All personnel required for the performance of this contract shall be employees of Per Mar, and that Per Mar shall be responsible for the payment of compensation, benefits, payroll taxes (federal, state and local), worker's compensation and liability premiums. Where required, Per Mar shall be responsible for the furnishing of uniforms and identification badges. Per Mar shall also furnish all equipment, tools and devices necessary for performance of the contract services.

6. Per Mar shall provide Security Officer Service for a minimum of 107 hours per week unless a coverage change is specifically agreed to by both Per Mar and Client. The billing rates and equipment costs are based on this minimum; therefore, any permanent reduction in hours will automatically allow for a pricing re-opener to negotiate an increase in the hourly billing rates to adjust for the diminished hours.

7. For the services hereunder, Client will pay Per Mar as set forth in the following schedule of billing rates. Per Mar's invoices are payable upon presentation to Client, without deduction or offset of any kind or nature whatsoever. Client agrees to pay Per Mar interest at one and one-half percent per month or such maximum amount as permitted by law, whichever is less, on any invoice not paid within thirty days of the date the invoice is received by the client. In the event Per Mar incurs costs associated with enforcing this or any other provision of this contract where client is solely at fault, the costs, to include attorneys fees will be paid by the Client.

SCHEDULE OF BILLING RATES

Position	Year 1	Year 2	Year 3

	Hourly Rate	OT/Holiday Rate	Hourly Rate	OT/Holiday Rate	Hourly Rate	OT/Holiday Rate
Security Officer	$18.38	$27.57	$19.11	$28.66	$19.85	$29.77

The above billing rates shall apply during the term of this contract; however, if a change in state or federal minimum wage rates, or if any other legislation or regulation, whether federal, state or local, that adversely affects Per Mar's direct labor and/or payroll tax costs, Client agrees to pay the revised mutually agreed upon billing rates which will reimburse Per Mar for its added costs if Per Mar can provide proof and satisfactory justification for increased cost burden. These rates shall apply from the mutually agreed date but shall not be retroactively applied for past invoices without client's approval. All cost increases are subject to City of Waterloo city council approval. Per Mar can invoice client for services weekly. Client is tax exempt.

Please select from one of the following options concerning vehicles:

☒ Option 1: No vehicle needed for contract.

☐ Option 2: Per Mar agrees to lease vehicles for the amount of $1.00 per year, per vehicle. Per Mar agrees to be responsible for insurance in respect to the liability to third parties and physical damage to the vehicle(s) subject to a $1,000 deductible for the duration of this lease only when the vehicle is driven by a Per Mar employee. Client understands they will continue to provide liability and physical damage insurance on the vehicle(s) when the vehicle(s) is/are not driven by a Per Mar employee. Per Mar will bill you $ per month for vehicle insurance on the vehicle(s).

☐ Option 3: Client is providing insurance on vehicle(s) and is responsible for insurance on such vehicle(s) including third parties and physical damage to the vehicle(s) even when the vehicle(s) is/are driven by a Per Mar employee. Client understands that their insurance would be primary.

8. These billing rates are applicable without regard to any overtime pay which may be paid by Per Mar to its employees. It is further agreed that where conditions exist at the protected property under which client would require the assignment of security officers in excess of the number of hours as specified in Paragraph 6, client shall pay Per Mar the overtime billing rate as incurred for those hours in excess of the minimum hours per week, as set forth in the schedule of billing rates.

9. Client shall pay the holiday billing rate as specified in the schedule of billing rates for service rendered on the six following holidays: New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, and Christmas Day.

10. Per Mar shall furnish proof of insurance.

11. Client shall not employ an employee of Per Mar during the term of this contract and from one year after the date of termination thereof, and Per Mar shall not employ any employee of Client during the entire term of this contract or for one year after the termination thereof, unless such employment occurs as a result of a general solicitation that is not targeted to the employee.

12. Either party may terminate this contract for good cause, without penalty, provided that the other party has not cured any default within 14 days after written notice from the other party that specifies the default. An unsatisfactory payment pattern by the client shall constitute good cause for Per Mar to terminate the contract, and an unsatisfactory performance pattern by Per Mar shall constitute good cause for the client to terminate the contract.

13. This contract constitutes the entire agreement and understanding between the parties superseding all prior representations, understandings, discussions, negotiations, commitments, and agreements of any kind. The undersigned representatives have express authority to bind their companies with respect to all matters requiring approval or authorization of the above terms and conditions.

14. This contract shall not be amended, modified or supplemented without the written agreement of the parties.

15. This contract shall be binding upon and shall inure to the benefit of each of the parties and their respective successors and permitted assigns.

16. This contract may be executed in one of more counterparts, including signed counterparts transmitted by electronic means, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

In witness whereof, the parties hereto have executed this agreement as of the day and year first above written.

Per Mar Security & Research Corp.
P.O. Box 4227
Davenport, Iowa 52808

By:_____

Name: _____

Title: _____

Date: _____

City of Waterloo, IA
c/o 3505 Easton Avenue
Waterloo, IA 50702

By: _____

Name: _____

Title: _____

Date: _____

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 9/26/2022

ATTACHMENTS:

	Description	Type
	Contract Resolution.(City and INRCOG)	Backup Material
	Contract for Grant Administration (City & INRCOG)	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.

RESOLUTION NUMBER ____

A RESOLUTION APPROVING A CONTRACT FOR ADMINISTRATIVE SERVICES RELATIVE TO A US DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) AWARD AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID DOCUMENT.

WHEREAS, it is in the best interest of the City Council of the City of Waterloo, Iowa, to avail itself of administrative assistance for an awarded US Department of Commerce, Economic Development Administration grant, specific to assisting the City with implementing the Phase II Fiber Expansion award/project, under the FY 2021 EDA American Rescue Plan Act Economic Adjustment Assistance Notice of Funding Opportunity; and

WHEREAS, the City received funding for completing construction of a broadband fiber communication trunk;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Waterloo, Iowa, as follows:

1. The Mayor is hereby designated as the official representative of the City and is further hereby directed and authorized to affix his signature to said contract for administrative services

Passed and adopted this ___ day of _____, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT FOR SERVICES BETWEEN THE
IOWA NORTHLAND REGIONAL COUNCIL OF GOVERNMENTS
AND
CITY OF WATERLOO, IOWA
(WATERLOO PHASE II FIBER EXPANSION PROJECT)– EDA ELEMENTS ONLY)

THIS CONTRACT, entered into by and between the Iowa Northland Regional Council of Governments (hereinafter called the Planning Agency) and the City of Waterloo, Iowa. The City of Waterloo hereby requests the Planning Agency's assistance in carrying out this Contract and attached Scope of Services, and approved by the Planning Agency under the Economic Development Administration Contract # 05-79-06185

TERMS. This contract carries the following terms:

SECTION 1. Scope of Services

The Planning Agency shall provide and perform the necessary services required to carry out the Contract as set out in the attached Scope of Services.

SECTION 2. Time of Performance

The services of the Planning Agency shall commence on October 1, 2022 and shall be finished upon completion of final document/report.

SECTION 3. Method of Payment

Payment shall be due upon receipt of a monthly bill for actual work performed. The payment shall be based on the hourly rate of the staff person plus any associated costs incurred in the administration of this contract. Total payment shall not exceed the amount stated in the previously approved Memorandum of Understanding. Total Payment shall not exceed $30,000.00.

SECTION 4. Personnel

The Planning Agency represents that it has, or will acquire, all personnel necessary in performing the services under this Contract. The parties intend that an independent contractor-purchaser of service relationship will be created by this Contract. The City is interested only in the results achieved, and the conduct and control of the work will lie solely with the Planning Agency. Neither the Planning Agency nor its employees are to be considered agents or employees of the City for any purpose.

SECTION 5. Property

The Planning Agency shall be free to acquire or use existing property, real or personal, as it deems necessary in the performance of work under this agreement.

SECTION 6. Services to be Furnished to the Planning Agency

All reports, data or other public documents and information necessary to the performance of work under this Contract shall be made available to the Planning Agency.

SECTION 7. Records Available

At any time during the normal business hours and as often as is necessary, each party shall make available to the other party and federal or state agents and financial and administrative records with respect to all matters covered by this agreement.

SECTION 8. Maintenance of Records

The Planning Agency shall maintain all financial and administrative records for a period of five (5) years from the date of final payment by the federal or state funding agency. In addition, those records which relate to any "Dispute" appeal under a grant agreement, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken shall be maintained and made available until five (5) years after the date of resolution of such appeal, litigation, claim, or exception.

SECTION 9. Federal Contract Language

In connection with implementing this agreement, the Waterloo City Council and the Iowa Northland Regional Council of Governments agree to comply with the following acts:

A. All required federal contract language for EDA funded contracts.
B. All amendments and regulations issued thereto which apply to the project.

SECTION 10. Termination Clause

Either party assigned hereto shall have the authority to terminate this Contract, with just cause, by notifying the other party by registered mail not less than thirty (30) days prior to the effective termination date. The Planning Agency will be paid for the time provided and expenses incurred through the termination date.

SECTION 11. Amendment and Designation of Officials

11.1 The City - The Mayor of Waterloo is the official authorized to execute any changes in the terms, conditions, or amounts specified in this Contract.

11.2 The Planning Agency - The Executive Director of the Iowa Northland Regional Council of Governments is the contractor official authorized to execute any changes in the terms, conditions, or amounts specified in this Contract.

SECTION 12. Saving Clause

Should any provisions of this Contract be deemed unenforceable by a court of law, all of the other provisions shall remain in effect.

SECTION 13. Entire Agreement Statement

This Contract contains the entire agreement between the Planning Agency and the City for the purpose of administering an Economic Development Administration grant, relative to the Waterloo Phase II Fiber Expansion Project. There are no other written or oral agreements, understandings, or contracts that shall take precedence over the items contained herein, unless they have been made a part of this Contract per Section 2.

SECTION 14. Hold Harmless

The City shall hold harmless, waive, and indemnify the Planning Agency against all claims, liabilities, and costs, including reasonable attorney fees, of defending any claim or suit, including those by any third party, arising out of the services provided by the Planning Agency, except to the extent caused by the gross negligence or willful misconduct of the Planning Agency or its employees. In no event shall the Planning Agency be liable to the City for lost revenues of the City, or special or consequential damages, even if the Planning Agency has been advised of the possibility of such damages. The Planning Agency's total liability under this Agreement for damages, costs and expenses, regardless of cause, shall not exceed the total amount of fees paid to the Planning Agency by the City under this Agreement.

PASSED AND APPROVED:

IOWA NORTHLAND REGIONAL COUNCIL OF GOVERNMENTS	CITY OF WATERLOO
_____	_____
Date	Date
_____	_____
Executive Director	Mayor
ATTEST:	ATTEST:
_____	_____
Director of Development	City Clerk

Attachment 1

SCOPE OF SERVICES

The Iowa Northland Regional Council of Governments shall assist in compliance with the Economic Development Administration (EDA) and other federal requirements; maintenance of required records and documents; and other required actions not specifically listed, but requested by the local government, including but not limited to the following activities:

GENERAL ACTIVITIES

A. Program Set-Up

1. Meet with the Waterloo staff to review and assure understanding of terms and conditions of grant agreement with EDA

2. Set up a model for program schedule, assuring compliance with time limitations of grant contract.

3. Meet with Waterloo City staff to explain and coordinate scheduling of grant activities in accordance with EDA contract.

4. Maintain and promote performance standards in areas such as housing, minority participation, services to low income, etc., that will help the grantee secure future grants.

PROGRAM ADMINISTRATION

A. Capital Improvement Activities

1. Prepare Program Schedule, as may be required by EDA.
2. Complete Environmental Review, as may be necessary.
3. Assist City in acquiring EDA required contract documents, including Federal wage determination.
4. Review bid documents for EDA compliance.
5. Review contracts for EDA compliance.
6. Submit documents to EDA for project and contractor clearance.
7. Monitor payrolls for Davis-Bacon and related labor law compliance.
8. Conduct on-site interviews and inspections.
9. Monitor subcontractor compliance with EDA regulations.
10. Assist contractors in execution of EDA required documents and assurances.
11. Promote and document efforts regarding minority participation.
12. Assist in monitoring and clearing change orders, addendum, etc.
13. Assist in close-out and audit.

14. Provide financial management, including tracking and preparation of reimbursement requests
15. Provide other technical assistance, as may be required by this project.

B. Record Keeping

1. Assist in setting up bookkeeping system for grant funds.
2. Assist in setting up filing system for program information maintenance.
3. Regularly monitor records.
4. Assist in preparing draw down forms, authorizing and making disbursements.
5. Assist in meeting with EDA officials during site visits.
6. Assist in preparing monthly, quarterly, and annual reports.
7. Assist in final closeout reports.

The above outline is intended to be specific, but some areas may have more detailed requirements implied, but not listed.

The Iowa Northland Regional Council of Governments will assist the Waterloo City Council with these requirements unless special requests are made to the Executive Director or governing body of the grantee.

The Waterloo City Council may request assistance from the Iowa Northland Regional Council of Governments that is not specifically designated.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 9/29/2022

ATTACHMENTS:

Description	Type
Development Agreement	Backup Material
Map of Purchase Area	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve resolution
Summary Statement:	Transmitted is a request to into a development agreement with Youngblut Farms, Ltd. to purchase 1.55 acres of land in the amount of $300,000.00, and authorizing the Mayor and City Clerk to execute said documents. Youngblut Farms will sell one half acre of land to KL Properties, LLC in the amount of $1.00 and the City will reimburse Youngblut Farms the market value of the land, which $87,125.00. The City will also purchase the remaining 1.05 acres for $182.947.00, which comes out to an amount of $270,072.00 for both properties, but interest is factored into the purchase, therefore, the total purchase price is $300,000.00. The City shall make a payment to Youngblut Farms in an annual amount of either $50,000.00 or the amount due under paragraph 1.B or 1.C of this development agreement.
Neighborhood Impact:	The site is zoned B-P Business Park District, and by purchasing this land, the City is already getting a new project to occur on the southwesterly half acre of the parcel. All surrounding properties are zoned B-P Business Park or M-2,P Planned Industrial.
Expenditure Required/Source of Funds:	$300,000.00/ TIF
Alternative:	Not approve

Legal Description of City Property

Lot 1, Greenbelt Centre Plat No. 2, City of Waterloo, Iowa, except Parcel

Legal Descriptions:

"H" according to Plat of Survey filed 9/06/2022 as Doc. No. 2023-3984, and except Parcel "F" according to Plat of Survey filed 3/28/2016 as Doc. No. 2016-16188.

Legal Description of KL 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, 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 Youngblut Farmland, Ltd. (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 and City are parties to a purchase agreement for property located in the Urban Renewal Area and legally described on Exhibit "A" attached hereto (the "City Property").

C. City and KL Properties, L.L.C. ("KL") are parties to an agreement for development of abutting property described on Exhibit "B" attached hereto (the "KL Property"). KL is purchasing the KL Property from Company for $1.00. The City Property and KL Property are collectively referred to as the "Property."

D. 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 projects described herein are in the vital and best interests of the City and that the projects and such incentives are in accordance with the public purposes and provisions of applicable State and local laws and requirements under which the projects have been undertaken and are being assisted.

AGREEMENT

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

1. **Payment to Company.** City will pay to Company the principal sum of $270,072.00, plus interest, for a total repayment of $300,000.00 (the "Payable Amount"). Said principal sum is proportionately divisible as $132,947.00 for the City Property and $87,125.00 for the KL Property. Repayment will be made as follows:

A. City shall make payment to Company in an annual amount equal to the greater of (i) $50,000.00 or (ii) the amount due under paragraph 1.B or 1.C below, as applicable, beginning in the 2022/2023 fiscal year and continuing in each fiscal year thereafter until City has paid Company all sums payable under this Agreement.

B. This paragraph sets forth the default method for calculating payments when a party making improvements on the Property (a "Developer") has a separate development agreement with the City that provides for payment of tax rebates to the Developer. City shall pay to Company a semi-annual grant equal to 100% of the property taxes collected by the City (excluding non-TIF Collections as defined in paragraph 1.C.2 below) from a Developer pursuant to a separate development agreement with the City, reduced by any and all tax rebates that the City is required to pay to the Developer pursuant to the terms of such development agreement. For purposes of illustration only, if an agreement between City and Developer provides for rebatement of 50% of qualifying property taxes for a period of five years, then Company would receive a grant equal to the remaining 50% of qualifying property taxes in each year of such period. No grant with respect to such Developer's project shall be made to Company before a property tax rebate is first paid to the Developer. At the end of the Developer's tax rebatement period, City will grant to Company 100% of property tax rebates allowable until Company has been repaid pursuant to paragraph 3.F below. For purposes of this paragraph, the term "Developer" may include Company with respect to improvements made on the Property other than the improvements that are the subject of this Agreement.

C. This paragraph sets forth the default method for calculating grant payments that are not within the scope of paragraph 1.B above. With respect to any taxable improvements ("Non-Qualifying Improvements") constructed on the Property that are not subject to a separate development agreement between the City and the owner-builder of the Non-Qualifying Improvements, City shall pay to Company a semi-annual grant equal to 100% (with the exceptions noted below) of the property tax capable of rebatement, if not for the non-qualifying character of the improvements, starting in "Year One" and continuing thereafter until Company has been repaid pursuant to paragraph 1.F below. For purposes of illustration, a "Non-Qualifying Improvement" means, generally, an improvement of a type that is not eligible for property tax rebates or similar incentives, such as improvements for a retail business, or improvements made under a development agreement that does not provide for the payment of tax rebates or similar incentives to the developer party. The parties agree that the agreement between City and KL is an agreement for Non-Qualifying Improvements.

1. “Year One” shall be the first year for which the assessment is based upon the partial or completed value of the Non-Qualifying Improvements, but not a prior year for which the assessment is based solely upon the value of the land.

2. The above-described rebate program is not applicable to any special assessment levy, debt service levy, or any other levy that is exempted from treatment as tax increment financing under the provisions of applicable law (collectively, “Non-TIF Collections”).

D. Rebates are payable in respect to a given year only to the extent that general property taxes that are due and owing for such year have actually been paid.

E. City will pay Company all sums payable under this Agreement in equal semi-annual installments on or before November 1 and the following May 1 of each fiscal year.

F. If City fails to make payment of any installment due under this Section 1 within ninety (90) days of it being due and payable, Company shall have the right to declare City to be in default of this Agreement following City’s failure to cure the default within an additional sixty (60) days after written notice from Company to City that specifically references this paragraph 1.F. In addition to the City officials required to be notified under paragraph 6(a), Company shall also deliver a copy of the foregoing notice to City’s Chief Financial Officer.

2. **Limitations on Payments.**

A. Each payment is subject to annual appropriation by the city council each fiscal year. City has no obligation to make any payments to Company as contemplated under this Agreement until the city council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to City in this paragraph is intended by the parties, and shall be construed at all times, so as to ensure that City’s obligation to make future payments shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by City’s bond counsel to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of

this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

B. Notwithstanding the provisions of Section 1 hereof, City shall have no obligation to make a payment to Company if at any time during the term hereof City fails to appropriate funds for payment; City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Property and improvements to fund a payment to Company, as contemplated under Section 1 above, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof; or City's ability to collect Tax Increment from the improvements and Property is precluded or terminated by legislative changes to Iowa Code Chapter 403. Upon occurrence of any of the foregoing circumstances, City shall promptly forward notice of the same to Company. If the circumstances continue for a period during which two (2) annual payments would otherwise have been paid to Company under the terms of Section 1, then City may terminate this Agreement, without penalty or other liability to City, by written notice to Company.

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

3. **Conditions to City Funding.**

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

B. It is recognized and agreed that the ability of the City to perform the obligations described in this Agreement, including but not limited to the payments, is subject to completion and satisfaction of certain separate city

council actions and required legal proceedings relating to the creation or amendment of a tax increment financing (TIF) district, including the holding of public hearings on the same.

4. **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.

5. **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.

6. **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.

7. **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 643 E. Griffith Road, Waterloo, Iowa 50701, Attn: Harold Youngblut, President.

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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

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

14. **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.

15. **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.

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

YOUNGBLUT FARMLAND, LTD.

By: _____
Harold Youngblut, President

EXHIBIT “A”

Legal Description of City Property

Lot 1, Greenbelt Centre Plat No. 2, City of Waterloo, Iowa, except Parcel “H” according to Plat of Survey filed 9/06/2022 as Doc. No. 2023-3984, and except Parcel “F” according to Plat of Survey filed 3/28/2016 as Doc. No. 2016-16188.

EXHIBIT “B”

Legal Description of KL 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, City of Waterloo, Iowa.

Area of purchase outline in Blue



CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 9/28/2022

ATTACHMENTS:

	Description	Type
	Lease Agreement	Backup Material
	Lease Map	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Lanehaven Farms, Inc. began leasing portions of this land since 2011, and as the City began acquiring more land for the South Waterloo Business Park, their lease area began to expand. They have been leasing the entire area now that is about 169.91 tillable acres. The City sent a lease termination letter in late August before September 1st, because state law requires that notices of termination shall be before that September date. Under the option exchange agreement the City has with Lavehaven Farms, it noted that as long as the City remains the title holder of the development land, Lanehaven Farms shall be entitled to rent any and all undeveloped portions. The new rent per acre is now $300.00, a $110.00 dollar increase over the previous lease, which equates to $50,973.00 per year in farm rent. The average farmland rent in Black Hawk County according to Iowa State University's annual ag land survey is $263.00 and staff feels the proposed rental rate is fair and beneficial to the City.
Neighborhood Impact:	No impact is expected as this land has been farmed for many years.
Data/Analysis and Strategies:	Property Management
Expenditure Required/Source of Funds:	None.

Legal Descriptions:

That part of the East One-half of the Northwest Quarter of Section No. 9, Township No. 88 North, Range No. 13 West of the Fifth Principal Meridian in Black Hawk County, Iowa lying Southerly of Highway U.S. No. 520 as described in 539 LD 996, except that part conveyed to the State of Iowa in Doc. #2006-18278.
AND
The North Half of the Southwest Quarter (N½ SW¼) in Section No. 9, Township No. 88 North, Range No. 13 West of the Fifth Principal Meridian, Black Hawk County, Iowa, EXCEPT that part thereof conveyed to the City of Waterloo in a deed filed March 14, 2012 as Doc. No. 2012-16922 AND EXCEPT that part thereof described in a deed dated April 29, 1996 and filed May 1, 1996, at Book 567 Land Deeds at Page 633 AND EXCEPT that part thereof described in a deed dated April 4, 1997 and filed April 4, 1997 at Book 569 Land Deeds at Page 042.
AND
The North Half of the South Half of the Southwest Quarter (N½ S½ SW¼) in Section No. 9, Township No. 88 North, Range No. 13 West of the Fifth Principal Meridian, Black Hawk County, Iowa, EXCEPT the West 385 feet thereof;
AND
The Southwest Quarter of the Northwest Quarter (SW¼ NW¼) of Section No. 9, Township No. 88 North, Range No. 13 West of the Fifth Principal Meridian, City of Waterloo, Black Hawk County, Iowa, EXCEPT Highways.
AND
That part of the West Half of the Northeast Quarter of Section No. 9, Township No. 88 North, Range No. 13 West of the Fifth Principal Meridian, in the City of Waterloo, Black Hawk County, Iowa, described as beginning at the Center of said Section; thence North 0 degrees 03 minutes West 1033.5 feet along the West line of said Northeast Quarter; thence South 89 degrees, 19½ minutes East 920.5 feet; thence South 26 degrees 56 minutes West 508.5 feet; thence South 0 degrees 54½ minutes West 561.8 feet to a point on the South line of said Northeast Quarter; thence South 89 degrees 21 ½ minutes West 680.4 feet along said South line to the point of beginning.

Iowa Farm Cash Lease

This agreement is made the _____ day of _____, _____ between City of Waterloo hereinafter called the landlord and whose address for the purposes of this lease is 715 Mulberry Street, Waterloo, IA 50703, and Lanehaven Farms, Inc. hereinafter called the tenant and whose address for the purposes of this lease is 7502 Hammond Ave, Waterloo, IA 50701.

SECTION I. DESCRIPTION OF FARM

In consideration of the rent specified below, the landlord hereby leases to the tenant the farm of 169.91 acres, more or less, known as the L&H Development Farm, located in Black Hawk County, State of Iowa.

The description of the farm is as follows:

169.91 Acres 9 Section 88-N, 13-W Township 8240 FSA Farm Number

SECTION II. LENGTH OF THE LEASE

Subject to the terms hereof, the length of the lease is from March 1, 2023, through the last day of February 2024, and continuing thereafter from year to year until either party gives written notice to the other before September 1 to terminate the lease on the last day of the next February.

EARLY TERMINATION; Compensation to Tenant. Notwithstanding anything to the contrary in this Section II, Tenant agrees that the landlord may terminate this agreement, as to any part or all of the premises, upon sixty (60) days' advance written notice if the landlord needs the use of the premises for its own purposes, including but not limited to a third-party economic development purpose, and ***tenant hereby expressly waives any rights under Iowa law that may require the giving of a different notice of termination or the giving of notice of termination by a specific date. Tenant hereby acknowledges and agrees that it takes and uses the premises subject to the risk of early termination, and tenant hereby agrees to assume said risk.*** Tenant may terminate this agreement, in whole but not in part, upon thirty (30) days' written notice to the Waterloo Community Planning and Development Department.

As consideration for tenant's agreement to allow early termination as set forth in the preceding paragraph, landlord agrees that upon early termination, if there are crops still in the ground at the effective date of termination and not suitable for harvesting, landlord will compensate tenant as follows:

a. **Corn.** For corn of any variety that has been planted but not harvested, a sum equal to the product of (A x P x Y x 1.1), where A is the number of tillable acres on which a corn crop is growing, P is the Iowa average calendar year cash corn price per bushel as most recently reported by Iowa State University Extension and Outreach or its successor office ("ISU"), and where Y is the 10-year average corn yield for Black Hawk County as most recently reported by ISU.

b. **Soybeans.** For soybeans of any variety that have been planted but not harvested, a sum equal to the product of (A x P x Y x 1.1), where A is the number of tillable acres on which a soybean crop is growing, P is the Iowa average calendar year cash soybean price per bushel as most recently reported by ISU, and where Y is the 10-year average soybean yield for Black Hawk County as most recently reported by ISU.

If any report or resource referred to in the preceding paragraphs is no longer published or available at the time that crop-loss damages are calculated, landlord may substitute any other report or resource that it considers appropriate in its reasonable discretion.

SECTION III. AMOUNT OF RENT

The tenant will pay to the landlord as rent for the above-described farm annual cash rent totaling $50,973 or $300 per tillable acre for all cropland in the above-described farm. In computing the cash rent the acres used shall be determined by FSA measurement. The cash rent shall be due and payable as follows: (Date) December 1 , (Amount) $50,973.00 of each lease year.

SECTION IV. OTHER PROVISIONS

1. Care of Property. Tenant agrees to do what is reasonably necessary to control soil erosion including, but not limited to, providing labor and normal farm equipment for the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstaining from any practice which will cause damage to the premises. Tenant agrees to use reasonable efforts to control weeds in fields, fence rows, road ditches, building lots, and all other areas of the premises.

2. No Hunting. Tenant shall not hunt nor permit any other person to hunt on the premises. If tenant becomes aware of trespassers on the premises, it will instruct them to leave immediately.

3. Indemnity. Tenant hereby agrees to indemnify and hold harmless landlord, its officials, officers, employees and agents, from and against any and all claims, demands, actions, causes of action, fines, fees, penalties, costs, damages or liabilities of any type or nature whatsoever, including but not limited to reasonable attorneys' fees, arising from or in any way related to the negligent acts or omissions or intentional misconduct of tenant, its employees, contractors and agents, upon or about the premises.

4. Insurance. Tenant shall, at its own expense, procure and maintain comprehensive public liability insurance in the amount of not less than $500,000 per occurrence. Such insurance shall cover liability arising from the acts or omissions of tenant, its employees and agents, and shall protect the landlord against such claims, damages, costs or expenses on account of injury to any person or persons, or to the property of same, by reason of such casualty, accident or other occurrence on or about the premises during the term of this agreement. Certificates or copies of said policies, naming the landlord as an additional insured and providing for thirty (30) days' advance notice to the landlord before cancellation, shall be delivered to landlord no later commencement of the lease term. A renewal certificate shall be provided to the landlord prior to expiration of any policy. The landlord shall provide no insurance for the property or activities of the tenant, its agents or employees.

5. Chemicals. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises. Chemicals used on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal. Tenant shall immediately notify landlord of any chemical discharge, leak, or spill which occurs on the premises.

Further, tenant shall employ all means appropriate to ensure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall not dispose of any substances, including but not limited to waste oil, tires, batteries, paint, other chemicals or containers, anywhere on the premises. Solid waste may not be disposed of on the premises. No underground storage tanks shall be placed or maintained on the premises. After termination, tenant shall remain liable for violations which occurred during the term of this agreement.

6. No Sublease or Assignment. Tenant shall not lease or sublet any part of the premises nor assign this agreement to any other person without the prior written permission of the landlord.

7. Condition at End of Term. Tenant agrees that on termination of the agreement, tenant will yield possession of the premises to landlord without further demand or notice, in as good order and condition as at the beginning of the term of this agreement. Loss or damage by forces beyond tenant's control and ordinary wear and tear are excepted.

8. Access. Tenant shall permit landlord, its employees, contractors and agents, access to the premises, upon reasonable advance notice, for purposes of inspection and testing in connection with proposed economic development.

9. Miscellaneous. This agreement contains the entire agreement between the parties, and no provisions hereof may be in any manner modified or waived, except by written instrument duly signed by both parties. This agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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

THE CITY OF WATERLOO, IOWA, A MUNICIPAL CORPORATION

By: _____
Quentin M. Hart, Mayor

By: _____
Kelley Felchle, City Clerk

L & H FARMS, LTD.

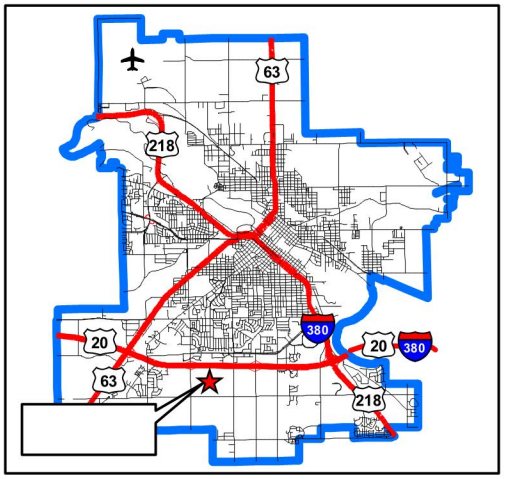
By: LANEHAVEN FARMS, INC., Partner

By: _____
Curtis G. Hollis, President



South Waterloo Business Park
Waterloo, Iowa

Farm Lease Area



CITY OF WATERLOO

Council Communication

Resolution of the City of Waterloo, Iowa, authorizing official banking signatures.

City Council Meeting: 10/3/2022
Prepared: 9/30/2022

ATTACHMENTS:

	Description	Type
	Resolution as proposed	Backup Material

SUBJECT:	Resolution of the City of Waterloo, Iowa, authorizing official banking signatures.
Submitted by:	Submitted By: Bridgett Wood, Finance Manager

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

RESOLUTION NO. 2022-XXX

RESOLUTION OF THE CITY OF WATERLOO, IOWA AUTHORIZING OFFICIAL BANKING SIGNATURES.

WHEREAS, accounts have been established in the name of the City of Waterloo, Iowa with Bank Iowa of Waterloo, IA, Community Bank & Trust of Waterloo, IA, Farmers State Bank of Waterloo, IA, First Security State Bank of Evansdale, IA, Great Western Bank of Waterloo, IA, Iowa Public Agency Investment Trust of Des Moines, IA, Trust Lincoln Savings Bank of Waterloo, IA, Heartland B & T of Waterloo, IA, Public Employees Credit Union of Waterloo, IA, Regions Bank of Waterloo, IA, Stifel Nicolaus & Company, Inc. of Waterloo, IA, UMB Bank (formerly Bankers Trust)of Des Moines, IA, US Bank of Waterloo, IA, Veridian Credit Union of Waterloo, IA, Wells Fargo Bank, N.A. of Waterloo, IA, wherein may be deposited any of the funds of the City of Waterloo whether represented by cash, check, note, or other evidences of debt, and from which deposit withdrawals may be made in the name of the City of Waterloo, Iowa by duly authorized officials of the city.

NOW, THEREFORE, BE IT RESOVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO IOWA, AS FOLLOWS:

Section 1. Powers Granted: That the City Council of the City of Waterloo, Iowa hereby grants the officials named below the authority to sign on the City of Waterloo's financial accounts.

Quentin Hart, Mayor
Bridgett Wood, Finance Manager
Doug Anderson, Clerk II
Ryan Stuber, Clerk II
Kelley Felchle, City Clerk
Kim Bahr, Financial Analyst
Emily Graham, Financial Analyst
Brent Bohlen, Financial Analyst
Brendon Wagner, Waterloo Convention Center Manager

Section 2. Accounts Payable and Payroll Checks: That the Mayor and the Financial Analysts names shall appear on accounts payable checks and payroll checks.

Section 3. Previously Adopted Resolutions: Any resolution previously adopted by the City Council of the City of Waterloo, Iowa establishing authorized signers on the City of Waterloo's financial accounts is hereby rescinded.

PASSED AND ADOPTED this 3rd day of October 2022.

_____
Ray Feuss, Mayor Pro Tem

ATTEST:

_____
Kelley Felchle, City Clerk

SEAL



CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 10/3/2022
Prepared: 9/29/2022

ATTACHMENTS:

Description	Type
Purchase Agreement	Backup Material
Map of Purchase Area	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Transmitted is a request to enter into 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. The area of the land the City will purchase is approximately 1.05 acres, which is suitable for new development. This will add more land in this area under the City's name that we can show to developers, and there has been a lot of interest in this area.
Neighborhood Impact:	This will have a positive impact on the area due to the City of Waterloo owning additional land in this area that is more readily available for development.
Data/Analysis and Strategies:	Economic Development
Implementation, Accountability, and Communication:	
Expenditure Required/Source of Funds:	TIF Funds: $182,947.00
Legal Descriptions:	Lot 1, Greenbelt Centre Plat No. 2, City of Waterloo, Iowa, except Parcel “H” according to Plat of Survey filed 9/06/2022 as Doc. No. 2023-3984, and except Parcel “F” according to Plat of Survey filed 3/28/2016 as Doc. No. 2016-16188.

REAL ESTATE PURCHASE AGREEMENT
(NONRESIDENTIAL)

TO: Youngblut Farmland, Ltd. ("Seller")
FROM: City of Waterloo, Iowa ("Buyer")

Buyer hereby offers to buy, and the Seller by its acceptance agrees to sell, the real property situated in Waterloo, Black Hawk County, Iowa, legally described as per the abstract of title and consisting approximately of the northeasterly 1.05 acres of assessor parcel no. 8813-06-226-023; together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions:

1. PURCHASE PRICE. The Purchase Price shall be $182,947.00. Buyer shall pay the Purchase Price to Seller pursuant to the terms of a separate development agreement (the "DA") between the parties to be executed no later than the date of closing.

2. POSSESSION AND CLOSING. Possession of the Property shall be delivered to Buyer at closing. Closing shall occur at City Hall, 715 Mulberry Street, Waterloo, within sixty (60) days after approval of this Agreement by the Waterloo City Council, on a date mutually agreeable to the parties, subject to prior satisfaction or waiver of any conditions stated in this Agreement.

3. REAL ESTATE TAXES. Seller shall pay taxes prorated to the closing date in accordance with the provisions of Iowa Code § 427.2, and any unpaid real estate taxes payable in prior years, either paying Buyer, or giving Buyer a credit, for all of such taxes. Buyer shall pay all subsequent real estate taxes.

4. SPECIAL ASSESSMENTS. Seller shall pay at time of closing all installments of special assessments which are a lien on the Property as of closing or which can be verified to be owing as of the closing date but are not yet certified as a lien. Buyer shall pay all other special assessments or installments.

5. RISK OF LOSS AND INSURANCE. Seller agrees to maintain existing insurance, if any, to the date of closing and shall bear the risk of loss or damage to the Property until the date of closing. In the event of substantial damage or destruction prior to closing, the Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages or to declare this Agreement null and void.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached. The following items shall not be included: See Paragraph 22.C.

7. CONDITION OF PROPERTY. The Property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the Seller in its present condition until closing, ordinary wear and tear excepted. Seller sells the Property "AS IS" and makes no warranties, expressed or implied, as to the condition of the Property.

Within 45 days after the acceptance of this Agreement, Buyer may, at its sole expense, have the property inspected by a person or persons of its choice to determine if there are any environmental or other deficiencies, and during such period Buyer may conduct other studies, investigations and feasibility review. Seller shall cooperate in providing reasonable access to Buyer's inspectors. Within this same period, the Buyer may notify the Seller in writing of any deficiency. The Seller shall immediately notify the Buyer in writing of what steps, if any, the Seller will take to correct any deficiencies before closing. The Buyer shall then immediately in writing notify the Seller that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to Buyer.

8. ABSTRACT AND TITLE. Seller shall, at its own expense, obtain an abstract of title to the Property continued through a date that is within 30 days of the closing, and shall deliver it to Buyer's attorney for examination. It shall show marketable title in Seller in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The Seller shall make every reasonable effort to promptly perfect the title. If closing is delayed due to Seller's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving 10 days' written notice to the other party. The abstract shall become the property of Buyer when the Purchase Price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or its assignees.

9. SURVEY. Buyer may, at Buyer's expense, have the Property surveyed and certified by a registered land surveyor prior to closing if a survey is required by law. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

10. ENVIRONMENTAL MATTERS.

A. Seller warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Seller has done nothing to contaminate the Property with hazardous wastes or substances. Seller warrants that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Any other exceptions to the warranties set forth above are fully described here or on a separate addendum attached hereto:

_____

_____

B. Seller hereby represents that, to the best of its knowledge and belief, there is no active or abandoned septic tank or septic system on the property, except as described here:

_____

_____

C. Buyer may, at Buyer's expense, have the Property inspected further for the existence of any hazardous materials, substances, or wastes. Seller shall cooperate in providing reasonable access to Buyer's inspectors and engineers. Seller shall provide to Buyer a copy of any report or information in Seller's possession with respect to environmental assessment, investigation, testing or remediation. If hazardous materials, substances, or wastes are discovered on the Property, Buyer's obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to Buyer. However, in the event Seller is required to expend any sum in excess of $1,000 to remove any hazardous materials, substances, conditions or wastes, Seller shall have the option to cancel this transaction and refund to Buyer all earnest money paid and declare this Agreement null and void. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by Seller, subject to Seller's right to cancel this transaction as provided above. Notwithstanding the above, asbestos on the premises is not included in Seller's remediation duties as Buyer will remove same at its own expense in connection with demolition.

11. DEED. Upon payment of the Purchase Price, Seller shall convey the Property to Buyer by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by Buyer.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Seller, immediately preceding acceptance of the offer, holds title to the Property in joint tenancy with full rights of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the Seller, then the proceeds of this sale, and any continuing or recaptured rights of Seller in the Property, shall belong to Seller as joint tenants with full rights of survivorship and not as tenants in common; and Buyer in the event of death of any Seller, agree to pay any balance of the price due Seller under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with Paragraph 15.

13. JOINDER BY SELLER'S SPOUSE. ~~Seller's spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead, and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.~~ N/A.

14. STATEMENT AS TO LIENS. If Buyer intends to assume or take subject to a lien on the Property, Seller shall furnish Buyer with a written statement prior to closing from the holder of such lien, showing the correct balance due.

15. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

16. 1031 EXCHANGE. If Seller desires to structure a 1031 tax-deferred exchange in connection with the proposed transaction, Buyer agrees to cooperate, at no cost to Buyer, with any reasonable request from Seller, and to execute any reasonable documentation requested by the exchange agent, to facilitate an exchange.

17. APPROVAL OF COURT. If the Property is an asset of any estate, trust, conservatorship, or receivership, this Agreement shall be subject to court approval, unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall proceed promptly to a hearing for court approval. In that event a court officer's deed shall be used to convey title.

18. REMEDIES OF THE PARTIES.

A. If Buyer fails to timely perform this Agreement, Seller may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at Seller's option, upon thirty days' written notice of intention to accelerate the payment of the entire balance because of Buyer's default (during which thirty days the default is not corrected), Seller may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If Seller fails to timely perform this Agreement, Buyer has the right to have all payments made returned to it, or Buyer may require specific performance by Seller.

C. Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall also be entitled to obtain judgment for costs and attorney fees.

19. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

Seller: Youngblut Farmland, Ltd.
643 E. Griffith Road
Waterloo, IA 50701
Attn: President

Buyer: City of Waterloo
715 Mulberry Street
Waterloo, IA 50703
Attn: Community Planning & Development Director

20. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Seller and Buyer. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

21. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

22. ADDITIONAL PROVISIONS.

A. The parties acknowledge that Buyer is acquiring the Property for economic development purposes. Buyer's rights and duties under this Agreement are assignable to any person or entity that will further the economic development objectives contemplated by Buyer.

B. Special contingencies to effectiveness of Agreement. Notwithstanding any signatures below by representatives of Buyer, this Agreement is expressly subject to approval by the city council of Buyer.

C. The parties acknowledge a companion transaction between Seller and KL Properties, L.L.C. with respect to the southwesterly .5 acres of parcel 8813-06-226-023 (the "KL Property"), pursuant to which Seller is selling the KL Property to the purchaser for $1.00. The DA will include provisions to compensate Seller for the deemed value of the KL Property.

23. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties, superseding all prior or contemporaneous understandings, negotiations, discussions, or agreements between the parties with respect to the subject matter hereof.

BUYER

City of Waterloo, Iowa

By: _____
Mayor

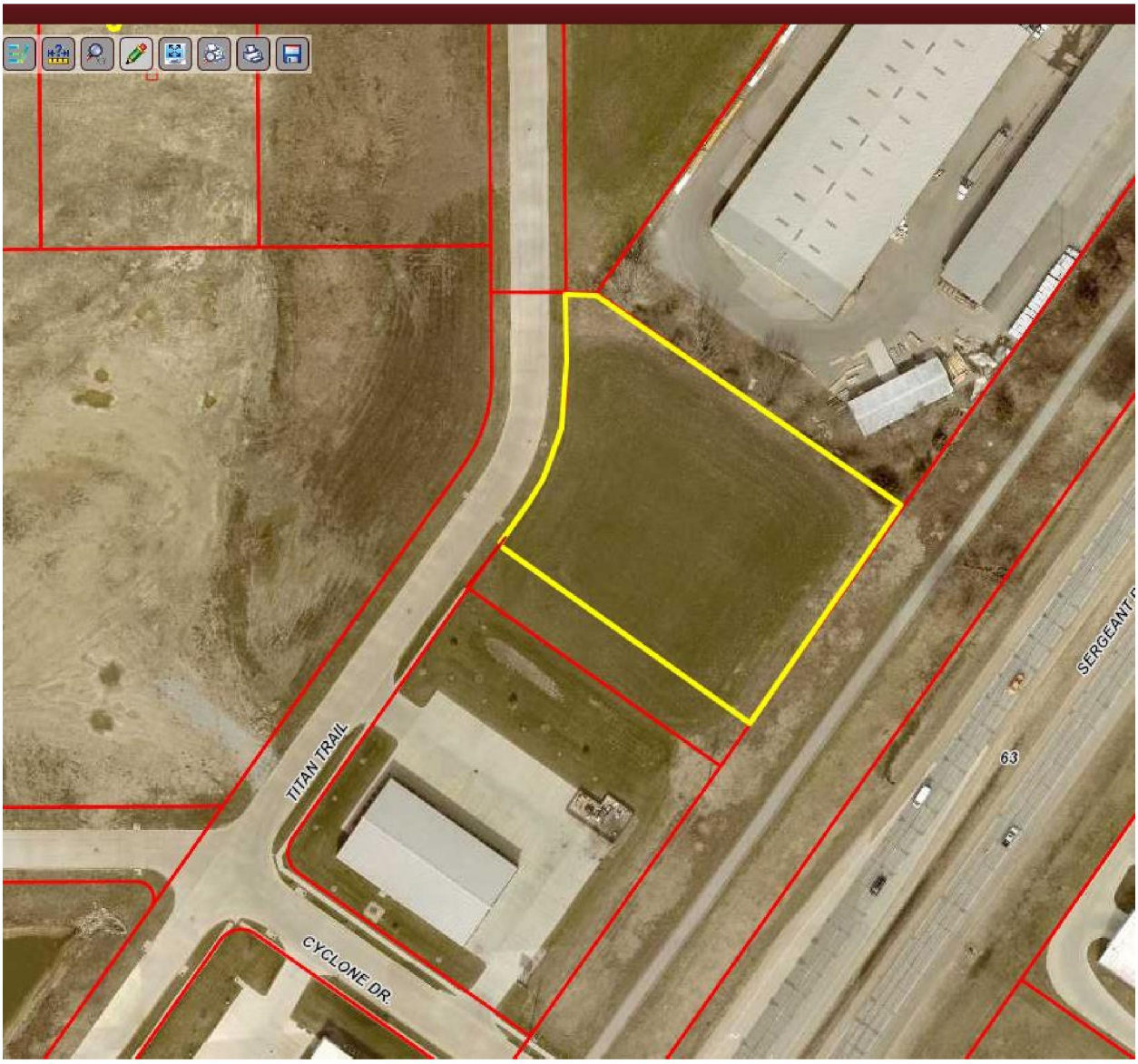
Attest: _____
City Clerk

SELLER

Youngblut Farmland, Ltd.

By: _____
President

Area of purchase outline in Yellow.



CITY OF WATERLOO

Council Communication

Airport Board Meeting minutes of July 27, 2022.

City Council Meeting: 10/3/2022
Prepared: 9/14/2022

ATTACHMENTS:

	Description	Type
🗋	Airport Board Meeting Minutes of July 27, 2022	Backup Material

SUBJECT: Airport Board Meeting minutes of July 27, 2022.

Submitted by: Submitted By:

MINUTES

WATERLOO REGIONAL AIRPORT BOARD

Wednesday, July 27, 2022

I. ROLL CALL

Board Chair Arlene Humble called the meeting to order at 12:02 p.m.

Board Members Present:	Arlene Humble, Scott Voigt, Cary Darrah, Gwenne Berry and David Deeds.
Board Members Absent:	Todd Holcomb and Doug Rathburn.
City Officials Absent:	John Chiles and Ray Feuss, Council Liaisons.
Airport Staff Present:	Keith Kaspari and Sheila Combs.
Other Attendees:	Adrienne Miller, City Planning; Bob Petersen, Livingston Aviation.

II. AGENDA AS RECEIVED OR AMENDED

Item VII. A. Election of Officers was moved up to the first item of business.

Mrs. Darrah moved that Scott Voigt be named Board Chair, seconded by Mrs. Berry. Ayes: 5. Motion carried.

Mrs. Darrah moved that Gwenne Berry be named Vice Chair, seconded by Mr. Deeds. Ayes: 5. Motion carried.

Mr. Voigt took over as Chair to run the rest of the meeting.

III. PUBLIC COMMENTS

N/A

IV. REPORTS

A. Airport Director

Mr. Kaspari asked if there were any questions on his written report and there were none.

B. Legislative Information – Copies of Excellent Industry News Regarding:

1. Rally for Air Service, as this article briefs recipients on the loss of community air service; nationwide shortage of airline pilot candidates, future demand, future numbers of pilots to fill the current and future void due to future, high barriers to enter the pilot career field (cost, education, required numbers of hours, etc.); and, pending retirements – including, as an example for ALO-Waterloo, Chicago O'Hare, as ORD currently has a 62% presence by Regional Airlines – which was the highest percentage of major U.S. airports listed in the article; and,

2. Forbes Magazine Article dated July 11, 2022 – The 1,500 Hour Rule Has Broken the Pilot Pipeline in the U.S.

   Staff and the Board discussed the article, including, for example, in Iowa SkyWest's proposal to remove 20 seats from 50-seat CRJ-200 regional jet aircraft – thereby allowing SkyWest operate as 30-seat aircraft charters in order to operate a different type of FAA-issued Airline Operating Certificate. This would impact communities in Iowa such as: Mason City / Fort Dodge / Sioux City.

   Pending formal approval by the USDOT, their approval would allow SkyWest to operate as a Federal Aviation Regulation (FAR) Part 135 on-demand Charter Airline in contrast with an FAR Part-121 scheduled commercial airline/air carrier with an end result to allow SkyWest dba United Airlines to continue to serve small communities within their current network of cities.

C. Misc. Monthly Airport Reports

General discussion by Staff and Board regarding budget, enplanements, and fares.

Mrs. Berry moved that misc. monthly reports be received and filed, seconded by Mrs. Darrah. Ayes: 4. Motion carried.

V. BOARD APPROVAL

A. Approval of Minutes of the June 22, 2022 Regular Meeting.

Mr. Deeds moved approval of the minutes of the June 22, 2022 meeting, seconded by Mrs. Berry. Ayes: 4. Motion carried.

B. Motion to Receive and File June 2022 Expenses.

Mr. Deeds moved that the June 2022 expenses be received and filed, seconded by Mrs. Berry. Ayes: 4. Motion carried.

VI. OLD BUSINESS

A. Staff Projects Update: CARES Grant No: 48 / 53 / 54, and Anticipated Schedule.

Board reviewed the project list and draft schedule. Missing from the list of projects is Replacement of Lighting in Hangar No: 3 with LED lights, which is still a planned project.

B. FY-2022 Iowa DOT CSVI Project – Hangar No: 4.

Mr. Kaspari stated that the bids for this project came in higher than expected. The scope of work will have to be reduced and re-bid.

Bob Petersen asked why the Airport continues to designate project funds to go into Hangar No: 4 rather than into the fully-leased hangars and terminal at Livingston, pointing out they have been waiting on the promised upgrades to hangar lighting for quite a while but there are also many other upgrades needed. Discussion followed.

C. Summer 2022 Airline Passenger Terminal Building – Custodial Services.

Mr. Kaspari stated that a contract with SMS has been approved by City Council, with services to begin on September 12, 2022.

The monthly rate is significantly higher than we are currently paying Marsden Janitorial, but is for two more hours per day, and is all-inclusive.

Additionally, the bid received from Marsden contained a clause about the quoted rate being based on 15,000 or less annual enplanements, which was not included in the bid specifications, and they were non-responsive about what their rate would be if and when we exceed 15,000 passengers.

As such, Staff was forced to consider their overall bid as Non-Responsive.

VII. NEW BUSINESS

A. Election of Officers.

See above.

B. Staff Update: End of Fiscal Year 2022 Financial Report.

Mrs. Combs gave an update on the FY-2022 year-end financial report, including the amount of funds received from American Airlines for prior year rent and variable fees that will be transferred into an interest-bearing separate account to go toward a future Airline Minimum Revenue Guarantee for expanded air service development.

C. Temporary Waiver of Landing Fees for Larger Scheduled Aircraft with American Airlines for the Remaining Balance of the Two-Year EAS Term (April 30, 2024).

Mr. Kaspari stated that this proposed waiver is meant to encourage American Airlines to eventually transition to a 65+ seat aircraft. Board consensus was that if Mr. Kaspari has already offered this waiver to AA that they really can't take it back.

Moved by Mr. Deeds, seconded by Mrs. Berry, to approve this fee waiver, with the caveat that the Board would like to discuss these types of items prior to discussion with the airline in the future. Ayes: 4. Motion carried.

D. Staff Submittals of Personnel Requisition Forms for Filling Current and Future Staff Vacancies and Summary of the July 14th Personnel Requisition, and July 21st Civil Service Commission Meetings.

Mr. Kaspari updated the Board that the submittals for all three Ops positions were approved and that the openings will be advertised.

E. ALO On-Site and Local Car/Area Rental Operations.

Following discussion, Board consensus was that they would like to wait for a response from Hertz on returning to ALO before approaching any new Car Rental Agencies.

F. Staff Update: Airport Terminal (Baggage Claim Area) Advertising Concession.

Mr. Kaspari updated the Board on vacancies in the backlit advertising boards, including UNI giving notice that they would be discontinuing their ad, as of the end of July.

Mrs. Berry stated that she is still working on this and will discuss with the new Director of University Relations once he has had a chance to settle into his position.

Mr. Kaspari stated that he will continue to speak to local hotel owners and try to get some of them to fill current vacancies.

It was also suggested that he speak with the management at Lost Island Waterpark and Theme Park about advertising for next year.

VIII. STAFF AND BOARD MEMBER COMMENT

Mr. Kaspari stated that he will be in Kansas City at the 4-States Airport Conference on the regularly scheduled August meeting date and suggested moving the August meeting back one week, to August 31st.

Board members present checked their calendars and agreed that this date should work.

IX. ADJOURNMENT

Mrs. Darrah moved adjournment of the meeting at 1:28 p.m., seconded by Mrs. Humble. Ayes: 4. Motion carried.

Respectfully submitted,

Scott Voigt, Chairperson

CITY OF WATERLOO

Council Communication

Community Development Board Meeting minutes August 2022.

City Council Meeting: 10/3/2022
Prepared: 9/21/2022

ATTACHMENTS:

Description	Type
August Board Meeting minutes	Backup Material

Submitted by: Submitted By: Rudy D. Jones, Community Development Director

Recommended Action: approval

Community Development
Meeting Minutes

August 16, 2022

I. Call to order

Board Chairman Cody Leistikow called to order the regular meeting of the Community Development Board via zoom at approximately 4:10 p.m. on Tuesday, August 16, 2022. Leistikow asked for an approval of the agenda for August 16, 2022.
It was moved by Hansen and seconded by Hummel to approve the agenda. Motion carried.

II. Attendance:

Present: Cody Leistikow, Angela Weekley, Tina Hummel, Zach Hansen, Jenna Northey, Jessica Rucker, and Chris Wendland

Members Absent: Felicia Carter, and Cam Campbell

Also Present: Angie Fordyce, Coordinator; Nia Wilder, Councilperson

III. Approval of minutes from last meeting

Leistikow asked for a motion to approve the minutes for the July 19, 2022 board meeting. It was moved by Hansen and seconded by Northey to approve the minutes of the meeting on July 19, 2022. Motion carried.

IV. Old Business:

a) **Staff Updates**: Jon Martin, Kelly Martin and Rudy Jones attended an exceptional one day HUD sponsored Lead Grant Training Mini Conference in Omaha. The meeting focused on federal guidance and regulations. Interviews are being scheduled for the Intake Specialist position and the Neighborhood Services position. Chesmore is off on medical leave with hopes to return by mid- October. Jones is also off on an extended medical leave. A Code of Conduct meeting was held with contractors over the proposed draft of the code of conduct guidelines. Performance reviews will be scheduled in the upcoming future.

b) **CARES Act Funding:**

Round 1- Nothing new with Round 1.

Round 2- The status funding is at 50% spent which means that a public hearing must be held. The publication was printed in the paper on August 8th. A public

hearing was held before the regular board meeting. Any comments will be documented. Rudy did do an interview for Davis Bacon requirements at the site on 8/12/22 and twice monthly meetings are held via zoom with the prime contractor and sub-contractors to get updates on the status.

Round 3-This program is progressing well

c) **Ricker Street Development-** Community Development is close to sending out bids for the first purchased unit at 232 Ricker Street. Community Development has received some initial drawings of potential housing options. The realtor that sold Community Development the Ricker Street address also informed our department of a property at 415 Saxon Street.

V. New Business:

a) **Endorse Contracts July 2022**: Leistikow asked for a motion to approve the contracts signed in July of 2022. A motion was made to approve the July contracts by Hummel as shown and a second was made by Weekley on that motion. Motion carried

b) **Cedar Valley Tech Works Subordination:** Chris Wendland attended the board meeting to provide information on the Cedar Valley Tech Works subordination. After providing information on the need for the subordination, Leistikow asked for a motion to approve the subordination. Hansen made a motion to approve and Weekley seconded that motion. Motion carried.

c) **Subordination -1801 Byron Avenue:** Ms. Haugen was unable to attend the board meeting to provide information on the subordination request for 1801 Byron Avenue. Fordyce provided information on the details of the subordination and Leistikow asked for a motion to approve the subordination. Weekley made the motion and Hummel seconded that motion. Motion carried.

VI. Discussion Items:

a) Weekley discussed the 24/7 Black financial program and also the CURA map on whether that should be used

VII. Adjournment

Leistikow asked for a motion to adjourn the meeting. A motion by Weekley was made to adjourn and seconded by Hummel. Motion carried. Meeting Adjourned. Minutes submitted and approved by board.

CITY OF WATERLOO

Council Communication

Leisure Services Commission minutes of August 9, 2022.

City Council Meeting: 10/3/2022
Prepared:

ATTACHMENTS:

Description	Type
08/09/2022 Minutes	Backup Material

SUBJECT: Leisure Services Commission minutes of August 9, 2022.

Submitted by: Submitted By:

MINUTES
WATERLOO LEISURE SERVICES COMMISSION
TUESDAY, August 9, 2022
300 Jefferson Street

The meeting was held in the Multipurpose Room at the SportsPlex. Brenda Durbahn called the meeting to order at 7:32am.

Present: Council Liaison Dave Boesen, Jessica Rucker, Ellen Vanderloo, Tom Powers, Brenda Durbahn, Bob Bamsey, Waterloo Courier Maria Kuiper Staff: Paul Huting, Todd Derifield, JB Bolger, Chris Dolan, Travis Nichols, Bob Etringer Absent: Tim Moses, Tom Christensen

Brenda Durbahn called for approval of the agenda. A motion was made by Ellen Vanderloo, second by Tom Powers to approve agenda. Ayes: All Nays: None

Brenda Durbahn called for motion for the approval of the 06/14/2022 meeting minutes. Motion made by Tom Powers to approve 06/14/2022 meeting minutes, second by Ellen Vanderloo if the Committee Assignments were added. Brenda asked for a motion to approve the amended minutes. Motion by Tom Powers, second by Ellen. Ayes: All Nays: None

Brenda Durbahn called for approval of the bills. Bob Bamsey made a motion to approve June and July 2022 bills, second by Tom Powers Ayes: All Nays: None

FUNDRAISING REPORT FOR GATES AND BYRNES PROJECT
Paul Huting gave an update on fund raising for the project.

STAFF UPDATES
Young Arena – Chris Dolan
The following events recently took place at Young Arena. Cedar Valley Art and Culture Expo June 25. Drill team competition July 9. Waterloo Black Hawks Main Camp June 12-15. Futures, Goalie and Team camp # 2 July 21-31. All summer ice activities have resumed. Ice system upgrades and improvements are in progress. Repairs and poly coatings to the Main entrance and East entrance to be completed Friday August 12. Replacement of POS system and Young Arena Web Site. Looking to add security cameras prior to the start of the Black Hawks Season. The Waterloo Black Hawks Home Opener will be on October 8. The Waterloo Warriors High School Team starts play on October 28.

Forestry – Todd Derifield
Forestry crew has been working on cleaning up from storm event on July 5th. The REAP Grant for Phase 2 of the Greenbelt Lake Improvement project has been submitted. Phase 2 of this project includes a shelter, informational kiosk, interpretative signage, kayak launch and a park entrance sidewalk. The bridge replacement project on the Sergeant Road bike trail was awarded to PCI. The work should be completed by the end of this construction season. (After the board meeting I was informed that the estimated completion date for this bridge replacement project is May 12, 2023).

Sports and SportsPlex – Bob Etringer
SportsPlex
New Pool Boilers were installed and running 7/13, new LED lights were installed in the pool, working on updating surveillance system

Outdoor Pools

Gates Pool will close August 7 and Byrnes Pool will close August 14th.

Sports
Summer A-Ball (96 participants) & T-Ball (325 participants) started August 2, Fall registration started on Monday 8/2 for Youth Flag football, Mayors' League basketball, Youth Basketball, Adult Volleyball

Construction – Travis Nichols
The construction crew continues to do weekly park inspections, garbage route and restroom cleaning. We currently have fulltime staff running the garbage route as we had a seasonal employee resign for another opportunity. The resignation causes us to lose a fulltime staff member to the 40hr week garbage route increasing our turnaround on projects and maintenance. We are seeing an increase in shelter renters that are leaving the shelters full of garbage and increasing the time it takes to clean and prep parks for future rentals. We are looking at surrounding areas shelter fees and policies to see how we can update our policies and fees to be able to control rentals. In the past we could clean everything in one day and now it is taking several days. We are working on the shade structure for the skate park and putting together our Community Development Block Grant packages to bid solicitation once we get final approval from HUD. The flag on Texas Street does not function as designed and we are working with cell tower company and planning and zoning to get it fixed.

Golf and Downtown Area – JB Bolger
- Staff worked with Vogel Irrigation to pressure and flow test the quick coupler system that runs water to the Gates Soccer field. This is not an irrigation system so this data will be used to determine the feasibility of adding an irrigation system as part of the larger transformational project at Gates. This is not currently in the project budget so once estimated costs are established we can see if we can fit it into the project.
- Successful Waterloo Open and Irish Fest events have been held since we last met in June.
- Downtown crew is gearing up for Stem & Stein, PrideFest, Food Truck Festival, and Iowa League of Cities Conference all in downtown in the next two months.
- City of Waterloo Engineering is coordinating projects to install new colored lighting downtown to illuminate the river, 4th Street pedestrian bridge, and Expo Plaza. Leisure Services is participating in meetings and helping where possible. K&W Electric is the installer for the river lights and IBEW Volunteers are coordinating the installation at Expo.
- Splash pad has been extremely busy. The hot heavy usage days create a mildew slippery film around the edges of the splash pad. Last Friday we needed to keep the pad closed an extra two hours while we power washed to make the area safe. The rubber surface in the park is holding up better than the initially installed surface and should last a number of years into the future.
- Rounds report was passed out, June and July were good months and we are inching closer to catching up to last year after a very unfavorable spring.

- We have a full time Golf Maintenance II position vacancy currently posted until Friday. Please send anyone interested our way to apply.

Ellen Vanderloo passed on compliments to JB Bolger and the golf maintenance staff on the condition of the golf courses. This is from someone that golfs at many different local courses. He said the three public courses are consistently better turf than the other courses. Kudos to the golf teams.

The next regular Leisure Services Commission Meeting will be held Tuesday, September 13, 2022. Tom Powers will not be able to attend the September meeting.

Motion to adjourn by Bob Bamsey, second by Tom Powers. Brenda Durbahn adjourned the meeting at 8:18am.

Jessica Rucker

Jessica Rucker, Secretary

9/13/2022

Signed this Date

CITY OF WATERLOO

Council Communication

Communication from the Public Works Department on the notice of the conclusion of employment for Carey Myers, Central Garage Mechanic, effective 8/8/2022 with recommendation of approval of payout of $18,747.87 for unused benefits.

City Council Meeting: 10/3/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Payout - Myers	Backup Material

SUBJECT: Communication from the Public Works Department on the notice of the conclusion of employment for Carey Myers, Central Garage Mechanic, effective 8/8/2022 with recommendation of approval of payout of $18,747.87 for unused benefits.

CITY OF WATERLOO, IOWA

CITY HALL · 715 MULBERRY STREET 50703

Today's Date: 9/8/2022
Effective Date: 8/8/2022
Employment Date: 7/31/1981

To: *City Council Members*
Re: *Notice of Severance*

Department *CENTRAL GARAGE*
Job Title/Classification *MECHANIC*

This is to report that the employment of *CAREY MYERS*
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	137	$ 31.02		$ 4,249.74
Vacation-Current	152	$ 31.02		$ 4,715.04
Usable Sick Leave			(x) 25%	$ -
Frozen Sick Leave	459	$ 31.02	(x) 60%	$ 8,542.91
Personal Hours	32	$ 31.02		$ 992.64
Comp Time Pay	-0.02	$ 31.02		$ (0.62)
Unscheduled Leave				$ -
Other Pay	8	$ 31.02		$ 248.16
			Total Payment	$ 18,747.87

Comments: Other Pay = 2022 Birthday (Earned)

Approved by _____ Date 9-8-22

Human Resources Nicole Fiscus Date 9-14-22

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:_____ ☐ Accruals ☐ Status ☐ -9

CITY OF WATERLOO

Council Communication

Communication from the Mayor's Office on the notice of the conclusion of employment for Kendra Wyatt, Executive Secretary, effective 9/16/2022 with recommendation of approval of payout of $1690.50 for unused benefits.

City Council Meeting: 10/3/2022
Prepared: 9/23/2022

SUBJECT:	Communication from the Mayor's Office on the notice of the conclusion of employment for Kendra Wyatt, Executive Secretary, effective 9/16/2022 with recommendation of approval of payout of $1690.50 for unused benefits.
Submitted by:	Submitted By: