

**THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA,
REGULAR SESSION TO BE HELD AT
Harold E. Getty Council Chambers
Monday, September 19, 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

John Chiles, Ward 1 Council Member

Agenda, as proposed or amended.

Minutes of September 6, 2022, Regular Session, as proposed.

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

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 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.
Submitted By: Mohammad Elahi, Traffic Engineer
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.
Submitted By: Mohammad Elahi, Traffic Engineer
4. Resolution approving acceptance of a 2020 GTSB Highway Safety Grant in the amount of \$59,500.00, for traffic safety enforcement.
Submitted By: Aaron McClelland, Police Captain
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.
Submitted By: Kim Bahr, Financial Analyst
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.
Submitted By: Jamie Knutson, PE, City Engineer
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.
Submitted By: Captain J. Feaker
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.
Submitted By: Captain J. Feaker
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.
Submitted By: Oumie Ceesay, Associate Engineer
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.
Submitted By: Bridgett Wood, Finance Manager
11. Cancellation of assessments for properties listed on Exhibit A, and authorize City Clerk to notify Black Hawk County Treasurer of said cancellation.
Submitted By: Kelley Felchle, City Clerk

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

- a. **Greg Ahlhelm, Building Official**
 Class/Meeting: 2022 Fire Prevention & Building Safety Education Conference
 Destination: Des Moines, IA
 Dates: November 1-3, 2022
 Amount not to exceed: \$675.00
- b. **Jeff Siebel, Property Safety Inspector**
 Class/Meeting: 2022 Fire Prevention & Building Safety Conference
 Destination: Des Moines, IA
 Dates: November 1-3, 2022
 Amount not to exceed: \$650.00
- c. **1-Lieutenant, 3-Sergeants, 3-Officers**
 Class/Meeting: National Tactical Officer Association Conference
 Destination: Milwaukee, WI
 Dates: September 25-30, 2022
 Amount not to exceed: \$3,200.96
- d. **K9 Officer, Sgt. J. Ehlers**
 Class/Meeting: National Tactical Officer Association Conference K9
 Destination: Milwaukee, WI
 Dates: September 25-30, 2022
 Amount not to exceed: \$672.50
- e. **Bridgett Wood, Finance Manager**
 Class/Meeting: Iowa League of Cities Annual Conference 2022.
 Destination: Waterloo, Iowa
 Dates: 09/28/2022-09/30/2022
 Amount not to exceed: \$270.00

2. **LIQUOR LICENSES**

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

Expiration Date: 9/20/2023

e. **Main Street Waterloo, 250 Westfield Avenue**

Class: B Beer w/Outdoor Service

New Application Does not include Sunday

Expiration Date: 10/8/2022

f. **WCA Building and Amphitheatre, 225 Commercial Street *Adding Liquor for an Event***

Class: C Liquor w/Outdoor Service

New Application Includes Sunday

Expiration Date: 9/25/2022

3. **APPOINTMENTS**

a. **Jessica Rucker**

Board/Commission: Community Development Board

Expiration Date: September 19, 2025

New Appointment

b. **Marianne Kurtnebach**

Board/Commission: Civil Service Commission

Expiration Date: September 19, 2026

New Appointment

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.

Submitted By: Noel Anderson, Community Planning and Development Director

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.

Submitted By: Kim Bahr, Financial Analyst

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.

Submitted By: Brock Weliver, Fire Marshal

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

Submitted By: Kelley Felchle, City Clerk

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

Submitted By: Kelley Felchle, City Clerk

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.

Submitted By: Capt. Aaron McClelland

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.

Submitted By: Capt. Aaron McClelland

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.

Submitted By: Capt. Aaron McClelland

12. Bonds.

PUBLIC HEARINGS

2. **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.**

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

HOLD HEARING - No comments on file.

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

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

Motion to suspend the rules.

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

Submitted By: Noel Anderson, Community Planning and Development Director

RESOLUTIONS

3. 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.

Submitted By: Tavis Hall, Executive Director of Experience Waterloo

4. 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.

Submitted By: Keith Kaspari, Airport Director

5. 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.

Submitted By: Mohammad Elahi, Traffic Engineer

6. 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.

Submitted By: Jason Hernandez, Medical Supervisor

7. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

8. 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.

Submitted By: Dennis Gentz, PE, Assistant City Engineer

9. 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.

Submitted By: Keith Kaspari, Airport Director

10. 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.

Submitted By: Bridgett Wood, Finance Manager

11. 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.

Submitted By: LeAnn Even, Deputy City Clerk

12. 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.

Submitted By: Bridgett Wood, Finance Manager

13. 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.

Submitted By: Randy Bennett, Public Works Division Manager

ORDINANCES

14. **An ordinance amending Title 1, Administration, Chapter 4, Mayor and City Council.**

Motion to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances by repealing Title 1, Administration, Chapter 4, Mayor and City Council and enacting in lieu thereof a new Title 1, Administration, Chapter 4, Mayor and City Council.

Motion to suspend the rules.

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

Submitted By: Kelley Felchle, City Clerk

15. **An ordinance amending the City of Waterloo Code of Ordinances Chapter 4, Plumbing Regulations, of Title 9, Building Regulations.**

Motion to receive, file and consider and pass for the first time an ordinance amending the Code of Ordinances of the City of Waterloo, Iowa, by amending Chapter 4, Plumbing Regulations, of

Title 9, Building Regulations.

Motion to suspend the rules.

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

Submitted By: Noel Anderson, Community Planning and Development Director

16. An ordinance amending the City of Waterloo Code of Ordinances Chapter 5, Mechanical Systems, of Title 9, Building Regulations.

Motion to receive, file and consider and pass for the first time an ordinance amending the Code of Ordinances of the City of Waterloo, Iowa, by amending Chapter 5, Mechanical Systems, of Title 9, Building Regulations.

Motion to suspend the rules.

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

Submitted By: Noel Anderson, Community Planning and Development Director

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

MEETINGS

4:15 p.m. Council Work Session, Harold E. Getty Council Chambers

4:45 p.m. Housing Authority Board, Harold E. Getty Council Chambers

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

PUBLIC INFORMATION

1. Complete Streets minutes of July 26, 2022.

CITY OF WATERLOO

Council Communication

Minutes of September 6, 2022, Regular Session, as proposed.

City Council Meeting: 9/19/2022

Prepared:

ATTACHMENTS:

Description	Type
☐ Minutes of September 6, 2022 Regular Session	Backup Material

Submitted by:

Submitted By:

September 6, 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 Tuesday, September 6, 2022. Mayor Quentin Hart in the Chair. Roll Call: Boesen, Nichols, Amos, Chiles, Grieder, Wilder and Feuss, joined the meeting.

Prayer or Moment of Silence.

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

100754 - Feuss/Grieder

that the Agenda, as amended, to remove Item No. 3, Public Hearing, for the Regular Session on Tuesday, September 6, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

100755 - Feuss/Grieder

that the Minutes, as proposed, for the Planning Session on Monday, August 29, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

Proclamation declaring September 5-10, 2022 as Focus on Diabetes Awareness Week.

Proclamation declaring the week of September 17-23, 2022 as Constitution Week.

PUBLIC COMMENTS

David Dryer, 3145 W. 4th Street, reminded the public that there is an upcoming special election on September 13, 2022 on a bond referendum to help fund a fiber optic backbone.

Sam Neil, 514 Kingbard, shared that the city is doing a far better job maintaining grass on the boulevard in front of his house. On his way downtown, he counted 16 properties between Fletcher and downtown that have excessively long grass. Further, he pointed out that there are locations where there is grass growing out of the pavement on Fletcher along Byrnes Park.

David Marsh, 4024 Bryerwood Drive, Cedar Falls, shared that he is the chair for Cedar Valley Parade of Homes. He announced that the 20th annual celebration is coming up in September.

Todd Obadal, 124 Amity Drive, commented that he was accused at the last meeting of having shortsighted views about the airport. He shared a story about experiencing turbulence coming into Waterloo on an airplane in 1994 and that he landed on runway three. He noted that he often takes people to the Cedar Rapids airport but has never been asked to go to the Waterloo Airport.

Mr. Grieder shared that they will be having the last summer series conversation on community violence on Monday, September 12th at 5:30 p.m. at the Jubilee Freedom Center. He also shared that he will be having a Ward meeting at the Waterloo Public Library on Thursday, September 22nd at 5:30 p.m., all are welcome.

Mayor Hart commented that with the end of the summer series, the transition would be to focus on solutions and opportunities. He also acknowledged the dedication of city staff to be incredible stewards over the tax dollars and stated the recent re-audit justified that the taxpayer's hard-earned dollars are being used properly.

Mr. Chiles questioned where the city is at on the one-way street to two-way street of downtown.

Jamie Knutson, City Engineer, shared that AECOM is finishing up the study and will schedule a work session with council to deliver the results.

Mr. Chiles commented on the free concerts in the City of Waterloo organized by Rich Frevert who has recently retired as Executive Director of the Waterloo-Cedar Falls Symphony and thanked him for all he is doing to keep the symphony as a community based organization.

Ms. Wilder shared that September 25th is the Ward 3 community meeting at the Public Library.

100756 - Feuss/Wilder

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

CONSENT AGENDA

100757 - Feuss/Wilder

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, September 6, 2022 in the amount of \$1,736,096.34, be received, 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. 2022-552.

2. Resolution approving Variance to Noise Ordinance request from Queen of Peace Parish, in conjunction with the Fall Festival, to be held on September 11, 2022 from 12:00 p.m. to 4:00 p.m., on the east side of 3rd Street between Mulberry and Lafayette, including live music and the use of a PA System.

Resolution adopted and upon approval by Mayor assigned No. 2022-553.

3. Resolution approving Variance to Noise Ordinance request from Keri McMahon on behalf of Heartland Business Systems, LLC, in conjunction with the HBS Iowa League of Cities Reception, to be held on September 28, 2022 from 8:00 p.m. to 12:00 a.m., at GR Kitchen & Taps, 205 W. 4th Street, including live music and the use of a PA System.

Resolution adopted and upon approval by Mayor assigned No. 2022-554.

4. Resolution approving request of Rhonda Westin for a waiver for a concrete driveway, located at 1710 E. Mitchell Avenue, with the elimination of the sidewalk section due to inability to meet grade requirements.

Resolution adopted and upon approval by Mayor assigned No. 2022-555.

5. Resolution approving the request of Mandi Perry, for tax exemptions on the construction of a new single family home valued at \$600,000.00, for property located at 4184 Logan Avenue, and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2022-556.

6. Resolution approving the request of Jill and Timothy Faucher, for tax exemptions on the construction of a new single family home valued at \$507,262.00, for property located at 106 Goldcrest Court, and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2022-557.

7. Resolution approving Acceptance of Improvements of all sanitary sewer improvements as part of the Clark Street Utility Extension, submitted by VJ Engineering, of Cedar Falls, Iowa, and performed by Jesup Land Improvement, Inc., of Jesup, Iowa, and receive and file a two-year maintenance bond.

Resolution adopted and upon approval by Mayor assigned No. 2022-558.

8. Resolution approving Completion of Project and Acceptance of Work for work performed by Municipal Pipe and Tool Co., LLC, of Hudson, Iowa, and release of retainage in the amount of \$49,818.05 SRF and \$7,879.19 Non-SRF for a total of \$57,698.14, in conjunction with the FY 2021 CIP Pipelining Phase IVA2, Contract No. 1043, and receive and file a two year maintenance bond.

Resolution adopted and upon approval by Mayor assigned No. 2022-559.

9. Resolution approving installation of a 25 MPH speed hump in the 500 block of Milwaukee Avenue.

Resolution adopted and upon approval by Mayor assigned No. 2022-560.

10. Resolution approving a Veteran's Way Designated Funds Agreement, with the Waterloo Community Foundation, to establish and maintain a charitable fund for the Foundation, to support the City of Waterloo Veteran's Way Project, and authorizing the Mayor to execute said document.

Resolution adopted and upon approval by Mayor assigned No. 2022-561.

11. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as September 29, 2022, and date of public hearing as October 3, 2022, in conjunction with the Waterloo Regional Airport Hangar 4 Improvement Project, Iowa DOT CSVI Project No. 9-I-220-ALO-200, Contract No. 3345, and instruct the City Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No. 2022-562.

12. Resolution setting date of public hearing as October 3, 2022 to approve an amendment to the Downtown Waterloo Riverfront Urban Renewal and Redevelopment Plan, to update projects and project budgets to be included in the Plan, and other general updates to the Plan, and setting date of consultation with taxing entities as September 19, 2022, and instruct the City Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No. 2022-563

13. Resolution setting date of public hearing as September 19, 2022, to approve the 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, and instruct the City Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No. 2022-564.

14. Resolution approving renewal of a Crime and Fidelity insurance policy with Travelers Insurance, effective September 15, 2022, with a total premium of \$3,741.00.

Resolution adopted and upon approval by Mayor assigned No. 2022-565.

15. Resolution approving the emergency purchase of EV0600 Tank Monitor software, remote, sensor, modules, etc., in the amount of \$26,246.65, from Dick's Petroleum of Tripoli, Iowa, for the City's fuel site that is inoperable because of a lightning strike.

Resolution adopted and upon approval by Mayor assigned No. 2022-566.

16. Resolution approving a signed proposal from Lumenpulse, in the amount of \$118,682.00, in conjunction with the Expo Plaza Tower Repairs.

Resolution adopted and upon approval by Mayor assigned No. 2022-567.

b. Motion to approve the following:

1. Travel Requests:

- a. Michelle Boesen, Property Technician Class/Meeting: International Association for Property and Evidence Training Class. Destination: Inver Grove Heights, MN Dates: September 19-21, 2022 Amount not to exceed: \$841.00

- b. T. Troyer, A. Bainbridge, Waste Management Operator Class/Meeting: IAWEA 2022 Operators/Pretreatment Conference Destination: Newton, IA Dates: September 7-8, 2022 Amount not to exceed: \$692.00
- c. Ayanna Gregory & Free Benjamin, Human Rights Speakers Class/Meeting: Daughter of the Struggle Destination: Waterloo, IA Dates: September 10, 2022 Amount not to exceed: \$1,520.00
- d. *AMENDED* Pat Treloar, Fire Chief Class/Meeting: International Association of Fire Chiefs (IAFC) - Fire Rescue International Conference and Expo Destination: San Antonio, Texas Dates: August 23-27, 2022 Amount not to exceed: \$2,798.04

2. Liquor Licenses:

- a. Bamboo Ridge Campground, 4550 Hess Road. Class: B Wine / C Beer Renewal Application Includes Sunday Expiration Date: 9/14/2023
- b. Tobacco Outlet Plus #500, 1803 LaPorte Road. Class: C/Beer Renewal Application Includes Sunday Expiration Date: 10/14/2023
- c. Brenda's Park Road Inn, 306 Park Road. Class: C/Liquor Renewal Application Includes Sunday Expiration Date: 8/8/2023
- d. Casey's General Store #2879, 3260 University Avenue. Class: B Wine/CBeer/E Liquor Renewal Application Includes Sunday Expiration Date: 9/30/2023
- e. Casey's General Store #2880, 1604 LaPorte Road. Class: B Wine/CBeer/E Liquor Renewal Application Includes Sunday Expiration Date: 9/30/2023
- f. Fairfield Inn & Suites, 2134 LaPorte Road. Class: B Wine /C Beer Renewal Application Includes Sunday Expiration Date: 9/30/2023
- g. Hy-Vee Gas #3, 1512 Flammang Drive. Class: C/Beer Renewal Application Includes Sunday Expiration Date: 8/26/2023
- h. K-Zar, 1761 Independence Avenue Class: B Wine / C Beer / E Liquor Renewal Application Includes Sunday Expiration Date: 10/13/2023
- i. Kwik Stop 3, 1104 Washington Street. Class: B Wine/CBeer/E Liquor Renewal Application Includes Sunday Expiration Date: 7/14/2023
- j. Longhorn Steakhouse #5374, 1425 E. San Marnan Drive. Class: C/Liquor Renewal Application Includes Sunday Expiration Date: 8/31/2023
- k. Petersen & Tietz Florists & Greenhouses, Inc., 2275 Independence Avenue Class: B Native Wine Renewal Application Includes Sunday Expiration Date: 10/8/2023
- l. Queen of Peace Church, 320 Mulberry Street. Class: C Beer w/Outdoor Service New Application Includes Sunday Expiration Date: 9/15/2022

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

- a. Donna Huff Board/Commission: Cultural and Arts Commission Expiration Date: September 3, 2025 Re-Appointment
- 4. Motion approving Change Order No. 2 from Municipal Pipe and Tool Co., LLC, of Hudson, Iowa, in the amount of \$3,223.96 SRF and \$224.61 Non-SRF, for a net increase of \$3,448.57, in conjunction with the FY 2021 CIP Pipelining Phase IVA2, Contract No. 1043, and authorizing the Mayor to execute said document.
 - 5. Motion approving Change Order No. 3 with Brock Even Construction, LLC, of Jesup, Iowa, for a net increase of \$30,336.00, in conjunction with the FY 2022 Sidewalk Repair Program - Zone 2, Contract No. 1061, and authorizing the Mayor and City Clerk to execute said document.

6. Motion to approve Change Order No. 5 with Vieth Construction Corporation of Cedar Falls, Iowa, for a net increase of \$2,091.71, in conjunction with the Five Sullivan Brothers Plaza Renovation Project, and authorizing the Mayor to execute said document.
7. Motion to receive and place on file the 2021 Operating Report of the Waterloo Water Works.
8. Motion to receive and place on file the 2021 Audit of the Waterloo Water Works.
9. Motion approving a fireworks display application of Mike Barrett, for the Iowa League of Cities Annual Conference and Exhibit event on September 29, 2022, with the display occurring at 9:30 p.m. on the 5th Street Bridge.
10. Recommendation of appointment of Bridgett Wood to the position of Finance Manager in the Finance Department, effective September 7, 2022, and cancelling appointment to the position of Public Works Coordinator in the Public Works Division, approved by council on August 1, 2022.
11. Bonds.

Roll call vote-Ayes: Seven. Motion carried. Dave Boesen abstained on item 1.B.1.A

PUBLIC HEARINGS

100758 - Grieder/Amos

that proof of publication of notice of public hearing on FY 2023 Sidewalk Repair Assessment Program - Zone 2, Contract No. 1064, as published in the Waterloo Courier on August 18 and 25, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

James Hart, 440 Vermont, shared that he was fired from his job after 21 years. He shared that he has had financial difficulties in the last year and a half and would like to discuss how the sidewalks were not repaired properly the first time.

Reggie Nyman, 118 Reber, shared that he was there on his mother's behalf. He shared that his mother does not have a lot of money but that she is required to pay this bill. He shared that it does not make any sense because the sidewalk is in good condition.

Chris Schmitz, 800 W. 4th Street, commented that he bought the historic Weis Mansion and he wanted to know if he could do the sidewalk work himself.

Jim Schneider, representing K&I Properties for the Mullen Townhomes. He shared that they purchased a property on March 31, 2022 and is asking for an extension to make the repairs, as he believes the letter was sent to the prior owners.

Myke Goings, 1203 W. 2nd Street, thanked Jamie Knutson for helping him with an issue he had. He added that some of the panels were marked on August 29th, which is after the deadline to repair, and he is likely not the only one this happened to. This being the case, a homeowner would not have been able to complete this in time. He questioned the ordinance used to enforce the inspection, as he was unable to locate it online.

Jamie Knutson, City Engineer, explained where to find ordinances that have been adopted but not yet codified.

100759 - Grieder/Feuss

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

100760 - Grieder/Amos

that “Resolution adopting Proposed Resolution of Necessity, as proposed or amended”, be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-568.

100761 - Grieder/Amos

that “Resolution approving proposed construction of sidewalk improvements”, be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-569.

100762 - Grieder/Amos

that “Resolution to fix value of lots”, be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-570.

100763 - Grieder/Amos

That “Resolution to adopt proposed plat and schedule of assessments and estimate of costs”, be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-571.

100764 - Feuss/Chiles

that proof of publication of notice of public hearing on FY 2023 Sidewalk Repair Assessment Program - Zone 2, Contract No. 1064, as published in the Waterloo Courier on August 22, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

100765 - Feuss/Wilder

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

No bids were received.

_____/_____

~~that “Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed”, be adopted. Roll-call vote-Ayes: Seven. Motion carried.~~

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

_____/_____

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

Bidder	Bid Security	Bid Amount
No bids received		

~~Voice vote Ayes: _____. Motion carried.~~

_____/_____

~~that “Resolution approving award of bid to _____ of _____, Iowa, in the amount of \$_____, approving the contract, bond and certificate of insurance, in conjunction with the FY 2023 Sidewalk Repair Assessment Program - Zone 2, Contract No. 1064, and authorizing the Mayor and City Clerk to execute said document”, be adopted. Roll-call vote-Ayes: _____. Motion carried.~~

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

100766 - Grieder/Wilder

that proof of publication of notice of public hearing on Not to Exceed \$500,000.00 Sewer Revenue Capital Loan Notes (State of Iowa Revolving Loan Fund Sponsored Project Amendment), as published in the Waterloo Courier on August 19, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

100767 - Grieder/Amos

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

100768 - Grieder/Amos

that “Resolution instituting proceedings to take additional action for the issuance of not to exceed \$500,000.00 Sewer Revenue Capital Loan Notes (State of Iowa Revolving Loan Fund Sponsored Project Amendment)”, be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-572.

RESOLUTIONS

100769 - Nichols/Wilder

that “Resolution approving an Encroachment Agreement with Hawkeye Community College to allow for a portion of a detention facility to extend ten (10) feet into the city-owned right-of-way of Allen Street, in the “R-1, R-P” Planned Residence District located east of 1202 West 7th Street, and authorizing the Mayor and City Clerk to execute said document”, be adopted. Roll call vote-Ayes: Seven. Motion carried.

Mr. Boesen questioned how access will be gained to Lot 7 as it appears to be blocked.

Noel Anderson, Community Planning and Development Director explained that it will have an access easement.

Resolution adopted and upon approval by Mayor assigned No. 2022-573.

100770 - Nichols/Wilder

that “Resolution approving a request by the City of Waterloo for the Preliminary 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 Laverse Road”, be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-574.

100771 - Nichols/Wilder

that “Resolution approving a Temporary Construction Easement Agreement with Midwest Pattern Company, in the amount of \$1,826.91, in conjunction with the reconstruction of the 11th Street Bridge, located at 84 West 11th Street, and authorizing the Mayor and City Clerk to execute said document”, be adopted. Roll call vote-Ayes: Seven. Motion carried.

David Dryer, 3145 W. 4th Street, questioned the timing of this project and how will the public cross the river with multiple bridge closings.

Jamie Knutson, City Engineer provided an update.

Resolution adopted and upon approval by Mayor assigned No. 2022-575.

100772 - Amos/Grieder

that “Resolution approving the Termination of a Development Agreement with Goldfinch S&M Properties, LLC, for rehabilitation of 1804 E. 4th Street, originally approved by Council on April 27, 2020 and recorded July 16, 2020 as Doc. No. 2021-1068, and later amended by an Agreement dated September 28, 2020, and recorded December 17, 2020 as Doc. No. 2021- 12972, for failure to complete the project per the time line provided for in the development agreement”, be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-576.

100773 - Amos/Grieder

that “Resolution approving a Special Warranty Deed for reverter of title on behalf of the City of Waterloo as attorney-in-fact for Goldfinch S&M Properties, LLC, pursuant to a Development Agreement between said entity and the City of Waterloo for the 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, and authorizing the Mayor and City Clerk to execute said document”, be adopted. Roll call vote-Ayes: Seven. Motion carried.

David Dryer, 3145 W. 4th Street, questioned if certain developers are getting special favors. He pointed to this contract being terminated while another developer has been given numerous extensions, as evidence for his argument.

Mayor Hart explained there are differences in the development agreements.

Mr. Amos commented that he recalls seeing the original plans for the house. He questioned if the person was required to provide money to the city up front and that they would not get it back if they did not complete the work.

Noel Anderson, Community Planning and Development Director, confirmed that Mr. Amos was correct.

Resolution adopted and upon approval by Mayor assigned No. 2022-577.

100774 - Amos/Grieder

that “Resolution approving a Sourcewell Customer Service Agreement with UniFirst for laundered uniforms, safety mats, shop and cabinet towels, etc., for the Public Works and Waste Management Facilities, and authorizing the Mayor to execute said document”, be adopted. Roll call vote-Ayes: Seven. Motion carried.

Mr. Boesen requested an overview of the decision to switch away from Aramark and go with UniFirst.

Randy Bennett, Public Works Division Manager, provided background information on the relationship with Aramark and noted there will be significant savings by changing companies.

Resolution adopted and upon approval by Mayor assigned No. 2022-578.

100775 - Grieder/Chiles

that “Resolution approving a Professional Services Agreement with Willett, Hofmann and Associates, Inc., of Cedar Rapids, Iowa, in an amount not to exceed \$86,550.00, in conjunction with the FY 2022 North Crossing Area Study, Contract No. 1050, and authorizing the Mayor to execute said document”, be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-579.

100776 - Grieder/Chiles

that “Resolution approving contract, bonds and certificate of insurance with Clean Infusion LLC, of King of Prussia, Pennsylvania, in the amount of \$538,800.00 in conjunction with the FY 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation Project, Contract No. 1067, and authorizing the Mayor to execute said documents”, be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-580.

100777 - Grieder/Chiles

that “Resolution approving an Amendment to the Professional Services Agreement with I & S Group, Inc., of Waterloo, Iowa, in an amount not to exceed \$10,160.00, to provide additional services in conjunction with the FY 2022 Sullivan Brothers Plaza Renovation, Contract 1069, and authorizing the Mayor to execute said document”, be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-581.

ADJOURNMENT

100778 - Feuss/Grieder

that the Council adjourn at 6:36 p.m. Voice vote-Ayes: Seven. Motion carried.

Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Proclamation declaring September 2022 as Hunger Action Month.

City Council Meeting: 9/19/2022

Prepared:

ATTACHMENTS:

Description	Type
☐ Hunger Action Month	Backup Material

Submitted by:

Submitted By:

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS, hunger and poverty are issues of vital concern in Waterloo. In Iowa over 229,000 people face hunger and over 80,000 are children who do not know where their next meal will come from; and

WHEREAS, the City of Waterloo is committed to taking steps to combat hunger in every part of our community and to provide additional resources that those in the City of Waterloo need; and

WHEREAS, the City of Waterloo is committed to working with the Northeast Iowa Food Bank, a member of the Feeding America® nationwide network of food banks, in educating people about the role and importance of food banks in addressing hunger and raising awareness of the need to devote more resources and attention to hunger issues; and

WHEREAS, more individuals in the Cedar Valley rely on food provided by the members of the Northeast Iowa Food Bank annually; and

WHEREAS, the coronavirus pandemic has had devastating health and economic impacts across the country, and it is projected that more people could face hunger in Waterloo in the wake of the pandemic this year; and

WHEREAS, the members of the Northeast Iowa Food Bank distributed more than 6.63 million meals to Northeast Iowans in 2021 through its network of food pantries, soup kitchens, shelters, and other community organizations; and

WHEREAS, the month of September has been designated "Hunger Action Month" in order to bring attention to food insecurity in our communities and to enlist the public in the fight to end hunger by taking action – including volunteer shifts, social media shares, and donations – to ensure nobody has to make an impossible choice between food and other necessities like medicine, utilities or childcare; and

WHEREAS, food banks across the country, including the Northeast Iowa Food Bank– will host numerous events throughout the month of September to bring awareness and help end hunger in their local community;

NOW, THEREFORE, I, Mayor Quentin Hart, do hereby recognize September 2022 as:

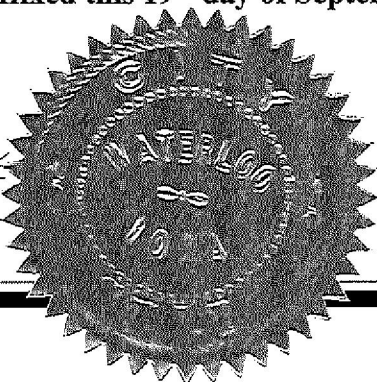
HUNGER ACTION MONTH

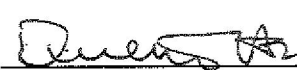
in the City of Waterloo and I call this observance to the attention of our citizens.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused the Seal of the City of Waterloo, Iowa to be affixed this 19th day of September 2022.

ATTEST:


Kelley Felchle
City Clerk




Quentin Hart
Mayor

CITY OF WATERLOO

Council Communication

Proclamation declaring September 21-27, 2022 as Water and Wastewater Workers Week.

City Council Meeting: 9/19/2022

Prepared:

ATTACHMENTS:

Description	Type
☐ Water and Wastewater Workers Week	Backup Material

Submitted by:

Submitted By:

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS, our wealth of natural resources has been threatened by degradation of surface and ground waters; and

WHEREAS, the water and wastewater workforce of the City of Waterloo have dedicated themselves to applying environmental passion and science to enhance the drinking and recreational waters of our great city; and

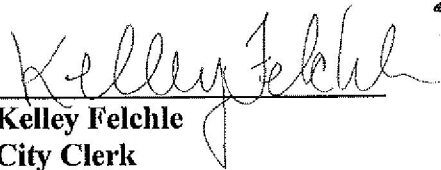
WHEREAS, their applied environmentalism continues to be a vital element in improving the quality of life and preserving and protecting public health in our city, and promoting sustainability in our way of living.

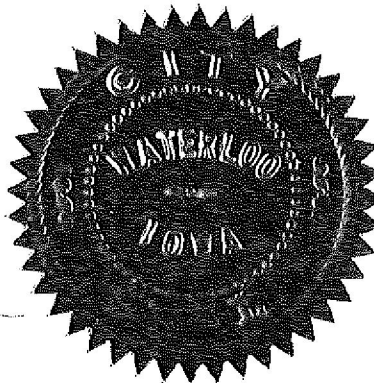
NOW, THEREFORE, I, Quentin Hart, Mayor of the City of Waterloo, Iowa, do hereby proclaim the week of September 21-27, 2022 as

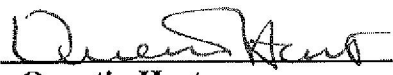
WATER AND WASTEWATER WORKERS WEEK

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused the Seal of the City of Waterloo to be affixed this 19th day of September 2022.

ATTEST:


Kelley Felchle
City Clerk




Quentin Hart
Mayor

CITY OF WATERLOO

Council Communication

Proclamation declaring September 26-30, 2022 as National Clean Energy Week.

City Council Meeting: 9/19/2022

Prepared:

ATTACHMENTS:

Description	Type
☐ Clean Energy Week	Backup Material

Submitted by:

Submitted By:

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS,

across Waterloo, clean and readily abundant forms of energy power more homes and businesses than ever before; and

WHEREAS,

clean energy is part of Iowa's energy future. It includes generation from renewable sources such as wind, solar, hydro and geothermal sources, but it also includes nuclear, natural gas, and carbon capture technologies as well as energy storage; and

WHEREAS,

the clean energy sector is a growing part of the economy and has been a key driver of growth in Iowa in recent years, with over 28,000 Iowans currently employed in the clean energy sector; and

WHEREAS,

Iowa is the nation's largest fuel ethanol and biodiesel producer, accounting for one-fourth of U.S. fuel ethanol production capacity and one-fifth of biodiesel manufacturing capacity; and

WHEREAS,

Waterloo became one of the first Iowan cities to adopt a carbon-free generation plan by investing in electric vehicle charging infrastructure powered by solar, wind and hydroelectric sources; and

WHEREAS,

clean energy jobs cannot be outsourced due to the on-site nature of construction, installation, and maintenance. These jobs are inherently local and contribute to the growth of local economies; and

WHEREAS,

as our country celebrates National Clean Energy Week, I encourage individuals and organizations in Iowa to support commonsense solutions to address America's economic and energy needs in the 21st century. I also encourage Waterloo to continue implementing the cleanest, lowest-emitting energy technologies available;

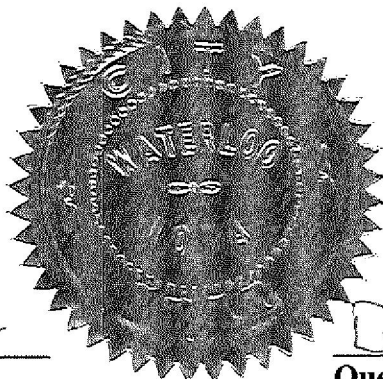
NOW, THEREFORE, I, Mayor Quentin Hart, do hereby proclaim September 26 – 30, 2022, as

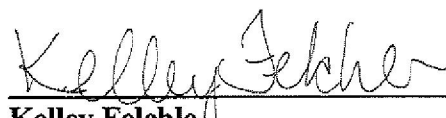
NATIONAL CLEAN ENERGY WEEK

In Waterloo.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Waterloo to be affixed this 19th day of September 2022.

ATTEST:




Kelley Felchle
City Clerk


Quentin Hart
Mayor

CITY OF WATERLOO

Council Communication

Proclamation declaring the week of October 3-8, 2022 as Earth science week.

City Council Meeting: 9/19/2022

Prepared:

ATTACHMENTS:

Description	Type
▣ Earth Science Week	Backup Material

Submitted by:

Submitted By:

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS,

The Earth Sciences are fundamental to understanding our natural resources; and

WHEREAS,

The Earth Sciences provide insight into the processes which have and continue to shape the Earth's resources; and

WHEREAS,

The Earth Sciences help us to utilize and manage our Earth resources; and

WHEREAS,

The Earth Sciences provide us with technology to better understand how to explore and wisely extract resources for our society; and

WHEREAS,

The Earth Sciences offer insight into a wide range of resources from in and on our Earth to the atmosphere that surrounds us; and

WHEREAS,

The Earth Sciences open windows to better understand "Our Resourceful Earth."

NOW, THEREFORE, I, Quentin Hart, Mayor of the City of Waterloo, Iowa, do hereby proclaim October 3-8, 2022 as

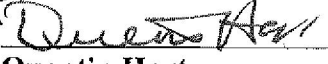
EARTH SCIENCE WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Waterloo to be affixed this 19th day of September 2022.

ATTEST:


Kelley Felchle
City Clerk




Quentin Hart
Mayor

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 9/1/2022

ATTACHMENTS:

Description	Type
□ Location	Backup Material

SUBJECT:

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.

Submitted by: Submitted By: Mohammad Elahi, Traffic Engineer

Recommended Action: Approve Resolution

Summary Statement: This project will upgrade the signal system and connects the signals to the existing fiber optic network at Downing-Ansborough intersection.

Expenditure Required/Source of \$910,000 (80% Grant, 20% Local Match)

Funds:

Middle School



University Ave

DOWNING AVE



Hope Martin Memorial Park

Irv Warren Memorial Golf Course



W 4th St

West High S

Highway 63

Ridgeway Ave

Wynside Golf Country Club



Mercy M

el Stop



W 4th

W San Marnan Dr



FISHER/FITZWAY

Sam's C

Man data ©20



CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 9/1/2022

ATTACHMENTS:

Description	Type
□ Broadway Street Location	Backup Material

SUBJECT:

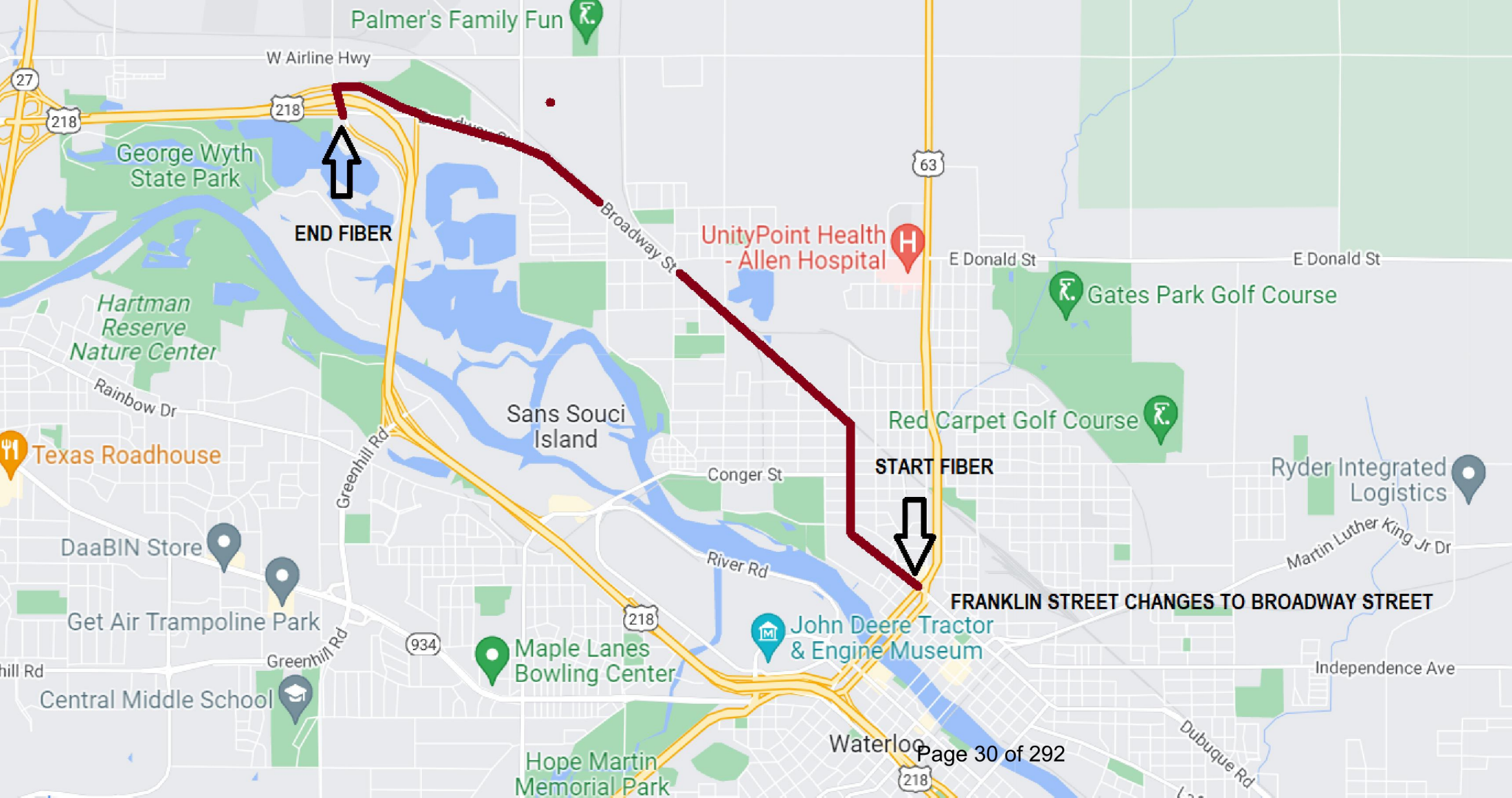
Resolution approving submission of a grant application for an Iowa Clean Air Attainment Grant in the amount of \$1,100,000.00, to install a Traffic Adaptive Signal Control System on Broadway Street from the Franklin-Mullan intersection to Hwy. the 218 ramps (at Airport Boulevard), and committing to maintaining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

Submitted by: Submitted By: Mohammad Elahi, Traffic Engineer

Recommended Action: Approve Resolution

Neighborhood Impact: This project will upgrade the signal system and connects the signals to the existing fiber optic network at Franklin-Mullan intersection.

Expenditure Required/Source of \$1,100,00 (80% grant, 20% Local Match)
Funds:



END FIBER

UnityPoint Health
- Allen Hospital

START FIBER

FRANKLIN STREET CHANGES TO BROADWAY STREET

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 9/19/2022

Prepared: 5/15/2019

ATTACHMENTS:

Description	Type
▣ GTSB	Backup Material
▣ GTSB-2	Backup Material

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

Submitted by: Submitted By: Aaron McClelland, Police Captain

Recommended Action: Authorize the City to accept the grant and the Chief of Police to sign the contract.

Summary Statement: We have received this grant for the past several years. It is through the Governors Traffic Safety Bureau for traffic safety enforcement. It provides \$45,000.00 for targeted overtime enforcement, \$1,000.00 for training and \$4,500.00 for the purchase of a speed trailer and \$9,000.00 for two in car recording systems. Total grant \$59,500.00.

Data/Analysis and Strategies: None

Implementation, Accountability, N/A
and Communication:

Expenditure Required/Source of This grant requires no matching funds.
Funds:

**GOVERNOR'S TRAFFIC SAFETY BUREAU
IOWA DEPARTMENT OF PUBLIC SAFETY**

CONTRACT NUMBER: State and Community Highway Safety Grant
PAP 23-402-M0PT, Task 83-00-00
Impaired Driving Countermeasures Grant
PAP 23-405d-M6OT, Task 00-83-00

PROJECT TITLE: Waterloo PD-HVE OT

ISSUING AGENCY: DPS/Governor's Traffic Safety Bureau

PROJECT CONTRACTOR: Waterloo Police Department

PROJECT BUDGET: Highway Safety Funded Amount: \$50,400.00

AGENCY/LAW/SOURCE: National Highway Traffic Safety Administration (NHTSA)
Public Law 117-58, Section 402 and Section 405d

Submit Reimbursement Claims To:

Brandi Thompson, Program Administrator
Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, Iowa 50319-0248

Issue Payment To:

Waterloo City of
715 Mulberry St
Waterloo, Iowa 50703

Submit Reports To:

Brandi Thompson, Program Administrator
Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, Iowa 50319-0248
515-725-6124, FAX 515-725-6133

Transmit Contract Information To:

Captain Robert Duncan
Waterloo Police Department
715 Mulberry St
Waterloo, Iowa 50703
319-291-4336, FAX 319-291-4339

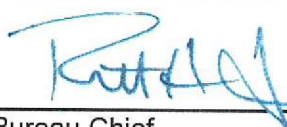
The Contractor agrees to furnish and deliver all products and perform all services set forth in the attached Special Conditions for the consideration stated herein. The rights and obligations of the parties to this contract will be subject to and governed by the Special Conditions and the General Conditions. To the extent that any specifications or other conditions which are made a part of this contract by reference or otherwise conflict, the Special Conditions and the General Conditions will control. To the extent that any inconsistency between the Special Conditions and the General Conditions exists, the Special Conditions will control. When approved, the instrument becomes a contract to accomplish the provisions contained within the Fiscal Year 2023 Highway Safety Plan, State and Community Highway Safety Grant 23-402-M0PT, Task 83-00-00 and Impaired Driving Countermeasures Grant 23-405d-M6OT, Task 00-83-00, and thereby constitutes an official program with the Governor's Traffic Safety Bureau. This activity meets the requirements of Public Law 117-58 and the requirements set forth in the Governor's Traffic Safety Bureau Procedures Manual, as amended.

IN WITNESS THEREOF, the parties hereto have executed this contract on the day and year last specified below.

CONTRACTOR:

By  Joseph S. Leibert Date: 9-6-22

ISSUING AGENCY:

By  Brett A. Tjepkes, Bureau Chief Date: 09/22/2022

Effective Date: 10/01/22 Expiration Date: 09/30/23

GENERAL FEDERAL AWARD INFORMATION PER § 200.210

- | | |
|-------------------------------------|--|
| 1) Recipient: | Waterloo Police Department |
| 2) UEI: | Z6C5NLT82JH3 |
| 3) FAIN: | 69A37521300004020IA0
69A3752030000405DIAL |
| 4) Federal Award Date | 1/19/2021 (402), 2/3/2020 (405d) |
| 5) Period of Performance: | 10/1/22-9/30/23 |
| 6) Federal Funds: | 50,400.00 |
| 7) Total Funds Obligated: | 50,400.00 |
| 8) Total Amount of Federal Award: | 50,400.00 |
| 9) Approved Budget: | Refer to the signed agreement/award |
| 10) Recipient Match Requirement: | None |
| 11) Description: | High Visibility Enforcement OT (Gen/ID) |
| 12) Federal Awarding Agency: | National Highway Traffic Safety Administration |
| 13) CFDA: | 20.600 - State & Community Highway Safety Grants
20.616 - Impaired Driving Countermeasures Grants |
| 14) Research and Development Funds: | No |
| 15) Indirect Cost Rate: | Not applicable |

SPECIAL CONDITIONS

Article 1.0 Identification of Parties. This Contract is entered into by and between the Iowa Department of Public Safety/Governor's Traffic Safety Bureau (hereafter referred to as DPS/GTSB) and the Waterloo Police Department (hereinafter referred to as Contractor).

Article 2.0. Statement of Purpose.

WHEREAS, the Highway Safety Plan is the tool for developing and improving overall safety capabilities; improving the program management and decision-making capabilities of safety officials; addressing special problems or opportunities; and providing a coordination mechanism for the purpose of reducing traffic-related property damage, personal injury and fatal crashes, and

WHEREAS, the DPS/GTSB has been designated to administer the State and Community Highway Safety Programs established under Section 402 and Section 405d of the Infrastructure Investment and Jobs Act, as amended, and

WHEREAS, the Contractor has the necessary ability to develop and carry out a portion of that Highway Safety Plan,

THEREFORE, the parties hereto do agree as follows:

Article 3.0 Area Covered. The Contractor will perform all the work and services required under this Contract in connection with and respecting the following areas:

City of Waterloo, Iowa and other jurisdiction(s) authorized by a shared enforcement agreement.

Article 4.0 Reports and Products. The Contractor will submit the following reports and products:

- 4.1 A Claim for Reimbursement form, documentation and, if applicable, an Equipment Accountability Report form for reimbursement within 90 days of the expense being paid by the Contractor with the exception of the final claim which is due into the DPS/GTSB office no later than November 15, 2023.

- 4.2 A cumulative final report due November 1, 2023 covering accomplishments of Statement of Work and Services.
- 4.3 Any reports and products deemed prudent by the Issuing Agency or Contractor.
- 4.4 A copy of all audit reports within 30 days of completion of said audit.
- 4.5 Monthly activity reports due the 15th of the following month on forms provided by the DPS/GTSB that quantify project activities.

Article 5.0 Designation of Officials.

- 5.1 DPS/GTSB - The Governor's Representative for Highway Safety and the Director of the Governor's Traffic Safety Bureau are the only persons authorized to execute and approve any changes in terms, conditions, or amounts specified in this Contract.
- 5.2 Contractor Designee, Chief Joel Fitzgerald, is designated to approve in writing, on behalf of the Contractor, the Claim for Reimbursement and any negotiated changes in this Contract.

Article 6.0 Key Personnel. The Contractor hereby assigns the duties and responsibilities of project administration to Captain Robert Duncan, Captain Aaron McClelland and Kim Wyborney, representing the Contractor in this agreement.

Article 7.0 Time of Performance. The services of the Contractor will commence on or after the effective date stipulated on the signature page and will be completed before or by the expiration date.

Article 8.0 Modification of General Conditions. None.

Article 9.0 Additional Special Conditions.

- 9.1 Expense Documentation. The Contractor will document the expenditure of such funds authorized as eligible for reimbursement in accordance with the conditions of this Contract upon submission of the Claim and, for equipment, the Equipment Accountability Report as supplied by the DPS/GTSB.
- 9.2 Policies and Procedures. The Contractor will comply with all policies and procedures contained in the Iowa DPS/GTSB Policies and Procedures Manual, as amended, including appropriate attachments provided by the DPS/GTSB in accordance with Section 402 and Section 405d of the Infrastructure Investment and Jobs Act, and the Iowa Administrative Code, Section 661, Chapter 20.
- 9.3 Copyrights. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and
 - b. Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.
- 9.4 Debarred, Suspended and Ineligible Status. The Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended or declared ineligible by any agency of the State of Iowa or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. The Contractor will immediately notify the DPS/GTSB if the Contractor is debarred by the State or

placed on the Consolidated List of Debarred, Suspended and Ineligible Contractors by a federal entity.

a. *Instructions for Primary Tier Participant Certification*

- 1) By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- 4) The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7) The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the

System for Award Management Exclusions website (<https://www.sam.gov/>).

- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

b. *Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions*

- 1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - ii. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - iv. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

c. *Instructions for Lower Tier Participant Certification*

- 1) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- 3) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- 4) The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
 - 5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 - 6) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
 - 7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 - 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - 9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- d. *Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions*
- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
 - 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

9.5 Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes 23 CFR 1300.31.

- a. *Title.* Except as provided in paragraphs (e) and (f) of this section, title to equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 will vest upon acquisition in the State or its subrecipient, as appropriate, subject to the conditions in paragraphs (b) through (d) of this section.
- b. *Use.* All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the Regional Administrator, and neither the State nor any of its subrecipients or contractors shall encumber the title or interest while such need exists.
- c. *Management and disposition.* Subject to the requirements of paragraphs (b), (d), (e), and (f) of this section, States and their subrecipients and contractors shall manage and dispose of equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 in accordance with State laws and procedures.
- d. *Purchases and dispositions.* Contractors shall receive prior written approval for all in-car camera purchases and any equipment purchases over \$4,000 from GTSB by submitting a quote from the vendor for the equipment to verify the acquisition price. GTSB will determine if further approval is required from NHTSA based on the acquisition price on the quote. Claims for equipment submitted by the Contractor must match the quote exactly which was approved by GTSB. GTSB considers equipment purchased using federal funds to have a useful life expectancy of at least a 5 years minimum unless documentation is provided to the contrary.
 - 1) Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more shall be subject to the following requirements:
 - i. Purchases shall receive prior written approval from GTSB and NHTSA. Failure to secure prior approval will result in the contractor being responsible for the cost of the equipment purchase; retroactive approval from NHTSA is not an option.
 - ii. Dispositions shall receive prior written approval from NHTSA unless the equipment has exceeded its useful life as determined by GTSB policy.
 - 2) Equipment with a useful life of more than one year and an acquisition cost of less than \$5,000 shall be subject to the following requirements:
 - i. Dispositions shall be reported to GTSB.
 - ii. Equipment destroyed during its useful life shall be replaced by the department. The department will notify GTSB of the date the equipment was rendered unusable and the replacement information to include: manufacturer, date equipment was received, serial number and a photo with serial number.
- e. *Right to transfer title.* The Regional Administrator may reserve the right to transfer title to equipment acquired under this part to the Federal Government or to a third party when such third party is eligible under Federal statute. Any such transfer shall be subject to the following requirements:
 - 1) The equipment shall be identified in the grant or otherwise made known to the State in writing;
 - 2) The Regional Administrator shall issue disposition instructions within 120 calendar days after the equipment is determined to be no longer needed for highway safety purposes, in the absence of which the State shall follow the applicable procedures in 2 CFR parts 200 and 1201.
- f. *Federally-owned equipment.* In the event a State or its subrecipient is provided federally-owned equipment:
 - 1) Title shall remain vested in the Federal Government;
 - 2) Management shall be in accordance with Federal rules and procedures, and an annual inventory listing shall be submitted by the State;

- 3) The State or its subrecipient shall request disposition instructions from the Regional Administrator when the item is no longer needed for highway safety purposes.
- 4) DPS/GTSB does not allow equipment purchased using federal funds to be sold without written prior approval from GTSB.

9.6 Nondiscrimination. The Contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Contractor:

- a. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- b. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all

requirements of the Non- Discrimination Authorities identified in this Assurance;

- c. Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- d. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- e. Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees:

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program

9.7 Buy America Act. The Contractor will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires Contractors to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

9.8 Political Activity (Hatch Act). The Contractor will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. As such, the Contractor will not subcontract with any agency to conduct DPS/GTSB contract-related activities.

9.9 State Lobbying Restrictions. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

9.10 Federal Lobbying Restrictions. The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

9.11 Prohibition on Using Grant Funds to Check for Helmet Usage. The Contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

9.12 Contract Amendments. Contract amendments must occur if there is a change in budget within the same funding source, to change the required scope of work, a change in an equipment purchase including quantity or addressing an unplanned occurrence. A letter must be submitted by the Contract Designee to GTSB for approval. Once GTSB has issued an approval for the change, the Contractor may proceed with the amended activity. No change in a contractual agreement will be accepted within 60 days of the close of the contract.

Article 10.0 Conditions of Payment.

10.1 Maximum Payments. It is expressly understood and agreed the maximum amount to be paid to the Contractor by the DPS/GTSB for any item of work or service will

be the amount specified under Article 12.0 subject to Article 11.0 herein. It is further understood and agreed the total of all payments to the Contractor by the DPS/GTSB for all work and services required under this Contract will not exceed \$50,400.00 unless modified by written amendment of this Contract as provided in Section 1.0 of the General Conditions.

10.2 Claim for Reimbursement. All payments to the Contractor will be subject to the DPS/GTSB's receipt of a Claim and documentation. A Claim will be submitted on a form provided by the DPS/GTSB. Expenses will need to be paid prior to submitting the claim for reimbursement. If claiming equipment, an Equipment Accountability Report must also be submitted. The Contractor must perform services (as defined in sections 11.7 and 11.8 of this contract) between the effective dates of the contract to qualify for reimbursement. The Contractor shall receive goods no later than July 31 as stated in section 11.9 of this contract to qualify for reimbursement, unless prior approval is granted. No payments will be made if required reports are more than two months past due unless approved by the DPS/GTSB Director. GTSB reserves the right to deny payment when there has not been performance of any activities defined in the Statement of Work and Services.

10.3 Receipt of Federal Funds.

- a. All payments hereunder will be subject to the receipt of federal funds by the DPS/GTSB. The termination, reduction, or delay of federal funds to the DPS/GTSB may be reflected by a corresponding modification to the conditions of this Contract.
- b. Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through failure of the State of Iowa to appropriate funds, discontinuance or material alteration of the program for which funds were provided, the DPS/GTSB will have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Contract will become null and void on the last day of the fiscal year for which appropriations were received, except that if an appropriation to cover cost of this Contract becomes available within sixty (60) days subsequent to termination under this clause, the DPS/GTSB agrees to re-enter a Contract with the terminated Contractor under the same provisions, terms and conditions as the original Contract.
- c. In the event of termination of this Contract due to non-appropriation, the exclusive, sole and complete remedy of Contractor will be payment for services rendered prior to termination.

10.4 Non-Performance Termination. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Contractor shall violate any of the agreements or stipulations of this contract, the DPS/GTSB shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The DPS/GTSB shall be the sole arbitrator of whether the Contractor or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Contractor or its subcontractor under the provisions of this contract. The Contractor and the DPS/GTSB further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

- 10.5 The Contractor will arrange for a single audit to be performed in accordance with 2 CFR 200 when, as a non-federal entity, the Contractor receives \$750,000.00 or more in federal funds. The federal agency, National Highway Traffic Safety Administration, Department of Transportation, passes funds through the Department of Public Safety, Governor's Traffic Safety Bureau. The Catalog of Federal Domestic Assistance (CFDA) number 20.600 applies to State & Community Highway Safety Grants and 20.616 applies to Impaired Driving Countermeasures Grants. A copy of the audit report will be submitted to the DPS/GTSB within thirty (30) days after the completion of the audit.

Article 11.0 Statement of Work and Services. The Contractor will perform in a satisfactory and proper manner, as determined by the DPS/GTSB the following work and services:

- 11.1 The Contract will be monitored by the National Highway Traffic Safety Administration (NHTSA) and the DPS/GTSB. All records and documents pertaining to the project are subject to auditing and evaluation by those agencies or their designees.
- 11.2 The Contractor will absorb all costs not contained in this contract.
- 11.3 The project will be evaluated on all items contained in the Statement of Work and Services and the Budget.
- 11.4 There will be no change in the Statement of Work and Services or Budget without prior written approval of the DPS/GTSB.
- 11.5 The Contractor will comply with all requirements contained within the Policies and Procedures Manual of the DPS/GTSB.
- 11.6 All documents relative to fiscal claims will be maintained in the Contractor's office and will be available for review during regular office hours.
- 11.7 Staffing plan:
- a. Officers to conduct 436 hours of directed overtime for general enforcement with documented enforcement action(s) issued to violator(s).
 - b. Officers to conduct 436 hours of directed overtime for impaired enforcement with documented enforcement action(s) issued to violator(s).
- 11.8 Contract activities:
- a. Conduct 436 overtime hours of planned general (402-funded) high visibility traffic enforcement with an effort directed at occupant restraint, impaired driving and excessive speed violations during times and at locations identified as high-risk.
 - b. Conduct 436 overtime hours of planned impaired driving (405d-funded) high visibility enforcement directed at impaired driving during times and at locations that have been identified by your agency, the Iowa DOT or the DPS/GTSB to have a high occurrence for impaired driving.
 - c. Conduct at least two targeted traffic enforcement projects, one of which will be conducted at night and one a multi-jurisdictional project.
 - d. Conduct at least twelve public information/education activities aimed at improving driver safety behaviors.
 - e. Conduct two observational occupant protection surveys; one in May and one in September. Each survey is to be conducted for one hour or one hundred

observed cars, whichever comes first. Observational surveys should be conducted at a location that has an average or above average volume of traffic on a daily basis. Subsequent observational surveys should be conducted at the same location, day of week and time of day as previously recorded.

- f. Purchase two DPS-approved preliminary breath testers (PBTs) and utilize for impaired driving-related traffic enforcement.
- g. Participate in traffic safety training with prior DPS/GTSB approval and submit a trip report within two weeks following any out-of-state travel. All travel reimbursement will be made at State of Iowa approved rates.

11.9 Key dates:

- a. By November 15, 2022 and the 15th of each subsequent month through October 15, 2023, submit a monthly report as specified in Article 4.5.
- b. By July 31, 2023, receive two PBTs as specified in Article 11.8(f).
- c. By August 10, 2023, submit claim for expenses incurred through June 30, 2023.
- d. By November 1, 2023, submit an annual report as specified in Article 4.2.
- e. By November 15, 2023, submit final claim for reimbursement.

11.10 Reporting requirements/performance measures:

- a. At least 436 hours of general overtime enforcement conducted and all overtime traffic enforcement contacts reported showing a sustained effort based on past performance.
- b. At least 436 hours of impaired overtime enforcement conducted and all overtime traffic enforcement contacts reported showing a sustained effort based on past performance.
- c. Two targeted traffic enforcement projects completed and results reported.
- d. Twelve public information activities conducted, documented and reported.
- e. Two occupant protection surveys completed and reported.
- f. Two PBTs purchased and utilized.
- g. At least one officer attended DPS/GTSB approved training and a trip report submitted if travel out-of-state.

Article 12.0 Project Budget.

	<u>Highway Safety Funds</u>
Personnel Services	
Directed overtime for general enforcement (402)	\$ 24,250.00
Directed overtime for impaired enforcement (405d)	\$ 24,250.00
Training-related travel (402)	\$ 1,000.00
Equipment	
Two PBTs (405d)	<u>\$ 900.00</u>
TOTAL	\$ 50,400.00

Article 12.0 Project Budget.

	<u>Highway Safety Funds</u>
Personnel Services	
Directed overtime for general enforcement (402)	\$ 24,250.00
Directed overtime for impaired enforcement (405d)	\$ 24,250.00
Training-related travel (402)	\$ 1,000.00
Equipment	
Two PBTs (405d)	<u>\$ 900.00</u>
TOTAL	\$ 50,400.00

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared:

SUBJECT:

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.

Submitted by:

Submitted By: Kim Bahr, Financial Analyst

Recommended Action:

Approval

Summary Statement:

The Middle Mile grant, if awarded, will reduce the construction funds that need to be raised from other sources by the City.

Expenditure Required/Source of Funds:

The award will require a match contribution, for which ARPA FRF funds can be used. Broadband matching for grants is an eligible use under FRF code 5.20

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 9/6/2022

ATTACHMENTS:

Description	Type
□ DW Waiver_605 Milwaukee Ave	Backup Material

SUBJECT: 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.

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

Recommend for approval by the City Engineer.

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

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

Summary Statement:

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

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

Legal Descriptions: LOT NO. 25 IN MAYWOOD THIRD ADDITION, BLACK HAWK COUNTY, IOWA

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 asphalt driveway or sidewalk located at
(concrete or asphalt)

620 Milwaukee 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: replacing existing gravel with asphalt from end of
concrete driveway to the street on existing driveway

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,

Merlene Freet

Printed Name of Property Owner

Merlene Freet

Signature of Property Owner

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 9/7/2022

ATTACHMENTS:

Description	Type
☐ Noise Variance Request - Mahler	Backup Material

SUBJECT:

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.

Submitted by:

Submitted By: Captain J. Feaker

APPLICATION
FOR
VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Mark Mahler _____

APPLICANT'S ADDRESS: 235 Joy Drive Waterloo IA 50701 _____

APPLICANT'S PHONE #: 319-610-1444 _____

ANTICIPATED DATE OF VARIANCE: October 9, 2022 _____

NAME OF EVENT: Livingston Lane (Band) Dress Rehearsal

TIMES OF DAY OF VARIANCE: 4-8 PM _____

GEOGRAPHICAL LOCATION OF VARIANCE: Hope Martin Park Shelter _____

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES: Over 100 yards with a levee between. _____

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 performing a dress rehearsal for our band – we are a blues/rock band just starting out, and want to do a “dry run” prior to going out and performing for pay. We’re not inviting guests, but if anyone stops by to listen that’s fine. No food or drink will be on hand except for the band members themselves. We will have a decibel meter on hand and will be monitoring the overall loudness of the rehearsal.

CITY OF WATERLOO
CITY CLERK'S OFFICE
AUG 29 2022 AM 11:06:24


Applicant's Signature

8-26-22
Date

CITY COUNCIL ACTION:

APPROVAL: _____

DENIAL: _____

Police Dept. Recommendation

APPROVAL:  F3631

DENIAL: _____

DECIBEL LEVEL: 80 dBA

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 9/7/2022

ATTACHMENTS:

Description	Type
▣ Noise Variance Request - Frazier	Backup Material

SUBJECT:

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.

Submitted by: Submitted By: Captain J. Feaker

APPLICATION
FOR
VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Marshall Frazier

APPLICANT'S ADDRESS: 104 Locust St.

APPLICANT'S PHONE #: 319-610-2816

ANTICIPATED DATE OF VARIANCE: 9/25/22

NAME OF EVENT: "Welcome to New Life Community Worship Service"

TIMES OF DAY OF VARIANCE: 11:30 am (Start Service)

GEOGRAPHICAL LOCATION OF VARIANCE: Lincoln Park

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES: 1-2 miles approx.

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.

3 churches will host worship services at Lincoln Park. This will be open to the public. We will have a PA system for music and speakers.

Marshall Frazier
Applicant's Signature

9/7/22
Date

CITY COUNCIL ACTION:

Police Dept. Recommendation

APPROVAL: _____

APPROVAL: Capt. JDL F3630

DENIAL: _____

DENIAL: _____

DECIBEL LEVEL: 80 dBA

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 9/6/2022

SUBJECT: 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.

Submitted by: Submitted By: Oumie Ceesay, Associate Engineer

Summary Statement: Plans prepared by the City Engineer's Office.

Neighborhood Impact: Zone 2:
Highway 63 – University Avenue – Washington Street – West 6th Street –
Williston Avenue – Campbell Avenue – Moir Street

Implementation, Accountability, Property owner assessments
and Communication:

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 9/8/2022

ATTACHMENTS:

Description	Type
□ Resolution	Backup Material

SUBJECT:

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.

Submitted by: Submitted By: Bridgett Wood, Finance Manager

Recommended Action: Set Public Hearing date as October 3, 2022 and publish notice.

ITEMS TO INCLUDE ON AGENDA

CITY OF WATERLOO, IOWA

Not to Exceed \$1,000,000 Sewer Revenue Capital Loan Notes (State of Iowa Revolving Fund Loan)

- Resolution fixing date for a meeting on the proposition to authorize a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

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

September 19, 2022

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

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$1,000,000 SEWER REVENUE CAPITAL LOAN NOTES OF THE CITY OF WATERLOO, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION FIXING DATE FOR A MEETING ON THE
AUTHORIZATION OF A LOAN AND DISBURSEMENT
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED
\$1,000,000 SEWER REVENUE CAPITAL LOAN NOTES OF
THE CITY OF WATERLOO, STATE OF IOWA, AND
PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Waterloo, State of Iowa, should provide for the authorization of a Loan and Disbursement Agreement and the issuance of Sewer Revenue Capital Loan Notes, in the amount of not to exceed \$1,000,000, as authorized by Sections 384.24A and 384.83, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out project(s) as hereinafter described; and

WHEREAS, the City has applied for a loan through the Iowa Water Pollution Control Works Financing Program pursuant to which the Iowa Finance Authority has agreed to purchase the City's Notes and has requested that such Notes be issued as a single Note in a denomination equal to the total amount of the issue as authorized by Chapter 384 of the Code of Iowa; and

WHEREAS, the Loan and Disbursement Agreement and Notes shall be payable solely and only out of the Net Revenues of the Municipal Sewer System and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan and Disbursement Agreement and Notes; and

WHEREAS, before the Loan and Disbursement Agreement and Notes may be authorized and Sewer Revenue Capital Loan Notes issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan and Disbursement Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this City Council meet in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ .M., on the 3rd day of October, 2022, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$1,000,000 Sewer Revenue Capital Loan Notes, to evidence the obligations of the City thereunder, the proceeds of which will be used to provide funds to pay the 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.

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

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

(To be published between September 20, 2022 and September 28, 2022)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER
OF THE PROPOSED AUTHORIZATION OF A LOAN AND
DISBURSEMENT AGREEMENT AND THE ISSUANCE OF
NOT TO EXCEED \$1,000,000 SEWER REVENUE CAPITAL
LOAN NOTES, AND THE PUBLIC HEARING ON THE
AUTHORIZATION AND ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Waterloo, State of Iowa, will hold a public hearing on the 3rd day of October 2022, at _____ .M., in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at which meeting the City Council proposes to take 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 of not to exceed \$1,000,000 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 the 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. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Municipal Sewer System.

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

This notice is given by order of the City Council of the City of Waterloo, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this _____ day of _____, 2022.

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

(End of Notice)

PASSED AND APPROVED this 19th day of September 2022.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2022.

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER
OF THE PROPOSED AUTHORIZATION OF A LOAN AND
DISBURSEMENT AGREEMENT AND THE ISSUANCE OF
NOT TO EXCEED \$1,000,000 SEWER REVENUE CAPITAL
LOAN NOTES, OF THE CITY OF WATERLOO, AND THE
PUBLIC HEARING ON THE AUTHORIZATION AND
ISSUANCE THEREOF

, 2022.

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

Page 63 of 292

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 9/19/2022

Prepared: 9/7/2022

ATTACHMENTS:

Description	Type
▣ Exhibit A	Backup Material

SUBJECT:

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

Submitted by:

Submitted By: Kelley Felchle, City Clerk

EXHIBIT A

	Parcel Number	Address	Sewer	Storm	Garbage	Water	Lot Clearing	Weed Removal	Sidewalk
1	891230305001	2107 Lafayette Street	\$55.00	\$19.20	\$72.75	\$72.64			
2	89131315004	427 Hope Avenue	\$133.64	\$38.88	\$190.05				
3	891325336002	1408 Jefferson	\$610.18	\$207.62	\$438.82	\$534.04			
4	891326482018	304 Hammond Avenue	\$357.93	\$116.14	\$323.81	\$176.24			
5	891315476017	1132 Newton Street	\$53.01	\$21.14	\$58.53	\$47.95			
6	891321278026	347 Joy Drive	\$38.32	\$9.73	\$17.23	\$25.52			

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 8/29/2022

ATTACHMENTS:

Description	Type
Change Order #34 - 5 Bros Addition-Reno	Backup Material

SUBJECT: 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.

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

Recommended Action: Approval

Summary Statement: COR 24: Elevator Reinspection - Phone line for elevator was installed but at the time of inspection there was no dial tone at the elevator and it was determined that there was no dial tone at termination point shown.



AIA[®] Document G701[™] – 2017

Change Order

PROJECT: *(Name and address)*
Five Sullivan Brothers Convention Center
Addition and Renovation, Waterloo, IA.

CONTRACT INFORMATION:
Contract For: General Construction
Project No: 20-23943
Date: September 08, 2020

CHANGE ORDER INFORMATION:
Change Order Number: 034

Date: August 25, 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)*
Cardinal Construction, Inc.
1246 Martin Road
Waterloo, IA 50701

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. COR 24: Elevator Reinspection - Phone line for elevator was installed but at the time of inspection there was no dial tone at the elevator and it was determined that there was no dial tone at the termination point shown.....Add \$6,307.00

TOTAL AMOUNT OF THIS CHANGE ORDER, ADD TO CONTRACT SUM \$6,307.00.

The original Contract Sum was	\$ 5,516,300.00
The net change by previously authorized Change Orders	\$ 457,770.30
The Contract Sum prior to this Change Order was	\$ 5,974,070.30
The Contract Sum will be increased by this Change Order in the amount of	\$ 6,307.00
The new Contract Sum including this Change Order will be	\$ 5,980,377.30

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be August 22, 2021.

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.

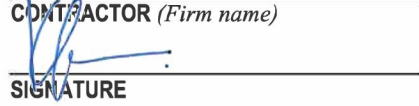
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

I & S Group, Inc. (ISG)
ARCHITECT *(Firm name)*

SIGNATURE

Nathan Compton, Architect
PRINTED NAME AND TITLE

August 25, 2022
DATE

Cardinal Construction, Inc.
CONTRACTOR *(Firm name)*

SIGNATURE

Katy Susong, President
PRINTED NAME AND TITLE

August 29, 2022
DATE

City of Waterloo
OWNER *(Firm name)*

SIGNATURE

Quentin Hart, Mayor
PRINTED NAME AND TITLE

DATE

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 9/6/2022

ATTACHMENTS:

Description	Type
▣ Arbitrage Results 2017A Council Comm	Backup Material
▣ Berens Tate Arbitrage Report 2017A	Backup Material

SUBJECT: 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.

Submitted by: Submitted By: Kim Bahr, Financial Analyst

Summary Statement: We received positive information in that the City does not owe any arbitrage rebate or penalty to the Internal Revenue Service for these issues. The tax-exempt status of the issues is maintained, therefore protecting the City from potential liability from any bondholders. Internal Revenue Service regulations require that the City make periodic determinations that no arbitrage rebate or penalty is owed to the Internal Revenue Service when tax-exempt bonds are issued. This testing is required at each 5-year interval that bond proceeds are unspent and also once the proceeds are completely spent.

Expenditure Required/Source of None.
Funds:



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: September 19, 2022
Prepared: September 6, 2022

Number of Attachments: 1

SUBJECT: General Obligation Bonds Arbitrage
Testing Results

Submitted by: Kim Bahr, Financial Analyst

Recommended City Council Action: I recommend that the City Council accept and place on file the arbitrage test results reflecting that no payment is due to the Internal Revenue Service for the general obligation bonds Series 2017A.

Summary Statement: The report indicates that no arbitrage rebate or penalty is due to the Internal Revenue Service at this time.

Expenditure Required: None

Source of Funds: N/A

Policy Issue: Arbitrage testing is required in order to maintain the tax-exempt status of the City's bond issues.

Alternative: None

Background Information: We received positive information in that the City does not owe any arbitrage rebate or penalty to the Internal Revenue Service for this issue. The tax-exempt status of the bonds is maintained, therefore protecting the City from potential liability from any bondholders. Internal Revenue Service regulations require that the City make periodic determinations that no arbitrage rebate or penalty is owed to the Internal Revenue Service when tax-exempt bonds are issued. This testing is required at each 5-year interval that bond proceeds are unspent and also once the proceeds are completely spent.

July 29, 2022

Michelle Weidner
City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

Dear Michelle:

Enclosed is the arbitrage rebate report for the \$9,245,000 General Obligation Bonds, Series 2017A. The report is through May 31, 2022, the five year installment date, and shows that no yield reduction payment is required and there were no positive arbitrage rebate earnings. Therefore, no payment is due and no filing with the Internal Revenue Service is necessary. No further computations are necessary as long as the Bond Fund is operated as described in the Tax Exemption Certificate and no additional gross proceeds arise.

Please feel free to call me with any questions or comments.

Sincerely,



Chris D. Berens

Enclosure

July 29, 2022

Michelle Weidner
City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

RE: City of Waterloo
Black Hawk County, Iowa
\$9,245,000 General Obligation Bonds
Series 2017A

Dear Ms. Weidner:

The City of Waterloo ("City") has requested that we prepare certain computations related to the above bonds ("Bonds") from June 20, 2017, the issue date of the Bonds, through May 31, 2022, ("Computation Period"). The scope of our engagement consisted of preparing computations to determine the rebate amount for the Bonds for the Computation Period under Section 148(f) of the Internal Revenue Code (as amended, and Final Regulations promulgated thereunder) and this report is not to be used for any other purpose.

In order to prepare these computations, the City provided us with certain closing documents for the Bonds, bond proceeds and withdrawal detail, and investment information. The attached exhibits were prepared using the aforementioned information, as described in the Summary of Computational and Source Information.

In our opinion, the computations contained in the attached exhibits that were prepared using the information provided, are mathematically accurate. In the attached exhibits, the computations reflect for the Computation Period that no yield reduction payment is required and there were no positive arbitrage rebate earnings. Therefore, no payment is due and no filing with the Internal Revenue Service is necessary. No further computations are necessary as long as the Bond Fund is operated as described in the Tax Exemption Certificate and no additional gross proceeds arise. We have no obligation to update this report because of events occurring, or information coming to our attention, subsequent to the date of this report.

Very truly yours,

BERENS-TATE CONSULTING GROUP



Chris D. Berens

CITY OF WATERLOO
ARBITRAGE REBATE REPORT

TABLE OF CONTENTS

EXHIBIT

Summary of Computational and Source Information	A
Arbitrage Rebate Report (Summary)	B
Future Value Report (Detail Calculation)	C
Notes to the Report	D

CITY OF WATERLOO

SUMMARY OF COMPUTATIONAL AND SOURCE INFORMATION

COMPUTATIONAL INFORMATION

1. The issue date of the Bonds is June 20, 2017.
2. Computation of the bond yield and future values are based upon a 30-day month, 360-day year, and semiannual compounding.
3. The initial offering price of the Bonds is \$9,728,712.30 (\$9,245,000 par plus \$483,712.30 original issue premium).
4. For cash flow and yield computation purposes, all payments and receipts are assumed to be paid or received, respectively, as shown in the attached schedules.

SOURCE INFORMATION

The information used to complete the rebate calculation was obtained from the following sources:

BOND DETAIL**SOURCE**

Issue date	IRS Form 8038-G
Amounts and payment dates of principal and interest	Official Statement
Initial offering price	IRS Form 8038-G
Deposit and withdrawal of bond proceeds	Statements provided by the City

INVESTMENTS

Detail of all investment transactions	Statements provided by the City
---------------------------------------	---------------------------------

City of Waterloo, Black Hawk County, Iowa
\$9,245,000 General Obligation Bonds
Series 2017A

Arbitrage Rebate Report

Computation Date	Yield on Issue	Payment Date	Amount Paid	Cumulative Arbitrage	FV Payments	Rebate Amount
05/31/2022	1.94587467%			(\$128,567.86)	\$0.00	(\$128,567.86)

City of Waterloo, Black Hawk County, Iowa
\$9,245,000 General Obligation Bonds
Series 2017A

Future Value Report
As of May 31, 2022

	Computation Receipt	Future Values @ 1.94587467%	Cumulative Arbitrage	Investment Yield	
Project Fund	\$0.00	(\$97,112.97)	(\$97,112.97)	1.30220097%	218 cashflows
Sewer Project	0.00	(22,310.18)	(22,310.18)	1.32365120%	30 cashflows
Computation Credit	0.00	(9,144.70)	(9,144.70)		5 cashflows
Total	\$0.00	(\$128,567.86)	(\$128,567.86)		

Date	Project Fund	Sewer Project	Computation Credit				Periods
06/20/2017	(\$5,789,986.18)	(\$1,001,511.12)					9.89444444
06/20/2017	186.72						9.89444444
06/20/2017	42.84						9.89444444
07/10/2017	36,246.05	6,271.00					9.78333333
08/21/2017	27,872.75						9.55555556
08/31/2017	(20,935.75)						9.50000000
09/05/2017	5,880.00						9.47777778
09/18/2017	(858,429.15)						9.40555556
09/25/2017	873,094.30						9.36666667
10/09/2017	3,499.58						9.28888889
10/31/2017	471.66						9.16666667
11/06/2017	51,217.64						9.13888889
11/13/2017	5,292.45						9.10000000
11/20/2017	25,983.74						9.06111111
11/27/2017	26,415.51						9.02222222
11/30/2017	17,790.13						9.00000000
12/04/2017	20,250.00						8.98333333
12/11/2017	40,643.19						8.94444444
12/18/2017	940,000.00						8.90555556
12/31/2017	(895,324.09)						8.83333333
01/02/2018	25,379.53						8.82777778
01/08/2018	8,236.80						8.79444444
01/16/2018	0.00						8.75000000

Date	Project Fund	Sewer Project	Computation Credit				Periods
01/22/2018	10,989.97						8.71666667
01/31/2018	20,625.48						8.66666667
02/05/2018	89,279.34						8.64444444
02/12/2018	21,103.59						8.60555556
02/19/2018	701.75						8.56666667
02/26/2018	7,610.95						8.52777778
02/28/2018	35,963.97						8.50000000
03/05/2018	11,532.81						8.47777778
03/12/2018	4,340.38						8.43888889
03/19/2018	21,696.25						8.40000000
03/26/2018	850.83						8.36111111
03/31/2018	2,153.58						8.33333333
04/16/2018	21,170.67						8.25000000
04/30/2018	32,179.67						8.16666667
04/30/2018	(51.37)						8.16666667
05/07/2018	2,941.25						8.13333333
05/21/2018	4,513.61						8.05555556
05/29/2018	60,492.56						8.01111111
05/31/2018	7,300.00						8.00000000
06/04/2018	15,310.44						7.98333333
06/11/2018	4,599.49						7.94444444
06/18/2018	108,687.49						7.90555556
06/25/2018	64,329.80						7.86666667
06/30/2018	218,574.40						7.83333333
07/02/2018	1,575.00						7.82777778
07/09/2018	65,673.00						7.78888889
07/16/2018	0.00						7.75000000
07/30/2018	161,980.07						7.66666667
07/31/2018	(77,118.43)						7.66666667
08/06/2018	23,896.83						7.63888889
08/13/2018	8,611.16						7.60000000
08/20/2018	52,372.21						7.56111111
08/27/2018	30,761.13						7.52222222
08/31/2018	(359,906.48)						7.50000000
09/04/2018	18,573.16						7.48333333
09/10/2018	59,152.04						7.45000000
09/17/2018	15,155.00						7.41111111
09/24/2018	26,729.47						7.37222222
10/01/2018	70,560.88						7.33333333
10/08/2018	12,719.67						7.29444444
10/15/2018	8,937.57						7.25555556

Date	Project Fund	Sewer Project	Computation Credit				Periods
10/22/2018	180,845.18						7.21666667
10/26/2018	98,858.00						7.19444444
11/05/2018	1,261.30						7.14444444
11/13/2018	95,222.20						7.10000000
11/19/2018	18,344.42						7.06666667
11/26/2018	38,321.38						7.02777778
11/30/2018	2,902.68						7.00000000
12/03/2018	20,133.16						6.98888889
12/10/2018	1,347.17						6.95000000
12/17/2018	195.02						6.91111111
12/31/2018	29,271.17						6.83333333
01/07/2019	6,801.88						6.80000000
01/14/2019	36,431.84						6.76111111
01/22/2019	48,436.84						6.71666667
01/31/2019	(10,317.38)						6.66666667
02/11/2019	2,477.78						6.61111111
02/18/2019	4,750.61						6.57222222
02/25/2019	2,150.72						6.53333333
03/04/2019	165,306.11						6.48333333
03/11/2019	808.68						6.44444444
03/18/2019	19,668.10						6.40555556
03/25/2019	18,110.23						6.36666667
04/01/2019	885.00						6.33333333
04/15/2019	1,335.15						6.25555556
04/30/2019	(166,827.00)						6.16666667
05/06/2019	24,269.90						6.13888889
05/13/2019	490.02						6.10000000
05/20/2019	182.40						6.06111111
05/28/2019	10,744.58						6.01666667
06/03/2019	21,053.26						5.98888889
06/10/2019	24,520.69						5.95000000
06/17/2019	21,511.25						5.91111111
06/24/2019	27,568.77						5.87222222
06/30/2019	(15,706.17)						5.83333333
07/01/2019	28,185.57						5.83333333
07/08/2019	13,976.14						5.79444444
07/15/2019	117,230.92						5.75555556
07/22/2019	46,521.19						5.71666667
08/05/2019	61,344.72						5.64444444
08/12/2019	21,969.35						5.60555556
08/19/2019	11,275.58						5.56666667

Date	Project Fund	Sewer Project	Computation Credit				Periods
08/26/2019	17,923.71						5.52777778
08/31/2019	(102,882.12)						5.50000000
09/03/2019	26,570.77						5.48888889
09/09/2019	27,507.27						5.45555556
09/16/2019	10,265.00						5.41666667
09/23/2019	79,509.30						5.37777778
10/07/2019	6,846.00						5.30000000
10/14/2019	21,183.28						5.26111111
10/21/2019	36,211.93						5.22222222
10/28/2019	43,021.22						5.18333333
10/31/2019	4,498.05						5.16666667
11/04/2019	6,178.90						5.15000000
11/12/2019	68,357.11						5.10555556
11/18/2019	14,855.20						5.07222222
11/25/2019	64,382.12						5.03333333
11/30/2019	3,597.82						5.00000000
12/09/2019	37,871.79						4.95555556
12/30/2019	18,508.77						4.83333333
12/31/2019	(4,057.15)						4.83333333
01/13/2020	47,023.67						4.76666667
01/21/2020	6,200.00						4.72222222
01/31/2020	(14,914.52)						4.66666667
02/10/2020	32,209.05						4.61666667
02/28/2020	(7,833.77)						4.51666667
03/09/2020	2,999.00	3,626.07					4.45555556
03/16/2020	650.00	300.00					4.41666667
03/23/2020	210,729.45						4.37777778
04/06/2020	49,620.00						4.30555556
04/13/2020	2,000.00	4,414.89					4.26666667
04/20/2020	90,204.47						4.22777778
04/27/2020	51,654.00						4.18888889
04/30/2020	(36,942.65)						4.16666667
05/04/2020	28,768.91						4.15000000
05/11/2020	52,326.21	3,027.25					4.11111111
05/18/2020	74,286.14	4,262.90					4.07222222
05/26/2020	135,452.22	88,703.40					4.02777778
05/31/2020	1,159.38						4.00000000
06/01/2020	7,275.60	1,625.02					4.00000000
06/08/2020	270,111.33	55,964.50					3.96111111
06/15/2020	82,472.61	1,032.67					3.92222222
06/22/2020	49,657.14	75,502.11					3.88333333

Date	Project Fund	Sewer Project	Computation Credit				Periods
06/29/2020	379,204.74						3.84444444
06/30/2020	117,929.35						3.83333333
06/30/2020	1.45						3.83333333
07/13/2020	189,752.40	88,897.68					3.76666667
07/20/2020	95,505.97						3.72777778
07/27/2020	140,371.87	57,057.48					3.68888889
07/31/2020	(7,150.86)						3.66666667
07/31/2020	26.55						3.66666667
08/03/2020	1,620.00						3.65555556
08/11/2020	288,354.04						3.61111111
08/17/2020	16,325.52	131,477.37					3.57777778
08/24/2020	67,003.74	98,677.55					3.53888889
09/08/2020	143,124.37	2,466.85					3.46111111
09/14/2020	(25,484.50)	145,070.23					3.42777778
09/21/2020	1,425.00						3.38888889
09/28/2020	25,204.62						3.35000000
09/30/2020	(18,905.00)						3.33333333
10/05/2020	4,249.00						3.31111111
10/19/2020	11,654.50						3.23333333
10/26/2020	6,459.62						3.19444444
10/31/2020	530.31						3.16666667
11/09/2020	11,345.44						3.12222222
11/16/2020	647.09						3.08333333
11/23/2020	40.85						3.04444444
12/07/2020	9,745.43						2.96666667
12/21/2020	18,305.09	11,864.31					2.88888889
12/31/2020	(5,000.00)						2.83333333
01/04/2021	4,431.30						2.81666667
01/11/2021	662.93						2.77777778
01/26/2021	5,944.19						2.69444444
01/31/2021	5,375.00						2.66666667
02/01/2021	868.79						2.66666667
02/15/2021	285.83						2.58888889
02/22/2021	14,154.71						2.55000000
03/08/2021	2,016.57	1,039.00					2.46111111
03/15/2021	868.37						2.42222222
03/22/2021	2,710.00						2.38333333
03/29/2021	17.98						2.34444444
04/05/2021	4,303.00	61,750.00					2.31111111
04/12/2021	13,541.74	9,993.76					2.27222222
04/19/2021	38,741.67						2.23333333

Date	Project Fund	Sewer Project	Computation Credit				Periods
05/03/2021	3,670.09						2.15555556
05/10/2021	2,686.53						2.11666667
05/17/2021	28,254.60						2.07777778
05/24/2021	3,720.00	541.84					2.03888889
06/01/2021	14,944.40						2.00000000
06/07/2021		47,891.87					1.96666667
06/21/2021	9,854.64						1.88888889
07/06/2021	7,854.22	47,500.00					1.80555556
07/12/2021	4,620.00						1.77222222
08/02/2021	13,898.00	28,500.00					1.66111111
08/09/2021		0.00					1.62222222
08/16/2021	2,338.55	561.52					1.58333333
08/23/2021	506.07						1.54444444
09/07/2021	7,232.00	17,828.59					1.46666667
09/13/2021	3,500.00	50,444.61					1.43333333
09/20/2021	5,209.79						1.39444444
09/27/2021	96,378.45						1.35555556
10/04/2021	2,455.20						1.31666667
10/11/2021	4,922.97						1.27777778
10/18/2021	302.55						1.23888889
10/25/2021	4,100.00						1.20000000
10/31/2021	352,457.18						1.16666667
11/01/2021	3,191.74						1.16666667
11/08/2021	2,997.50						1.12777778
12/06/2021	2,763.84						0.97222222
12/13/2021	1,380.40						0.93333333
12/31/2021	32,886.81						0.83333333
01/03/2022	2,520.00						0.82222222
01/18/2022	3,428.44						0.73888889
01/24/2022	15,267.05						0.70555556
02/21/2022	114.15						0.55555556
03/07/2022	2,313.00						0.46666667
03/28/2022	4,882.50						0.35000000
05/31/2018			(\$1,700.00)				8.00000000
05/31/2019			(1,730.00)				6.00000000
05/31/2020			(1,760.00)				4.00000000
05/31/2021			(1,780.00)				2.00000000
05/31/2022			(1,830.00)				0.00000000
	\$184,571.87	\$44,781.35	(\$8,800.00)				

CITY OF WATERLOO

NOTES TO THE REPORT

1. The bond year end may be chosen by the City, but must fall within 365 days of the bond delivery date. We used May 31st as the bond year end.
2. No provision has been made in this report for any debt service fund. Under Section 1.148-(3)(k) of the Treasury Regulations, a "bona fide debt service fund" for bonds issued after June 30, 1993, is not subject to rebate if the average annual debt service on the corresponding bonds is less than \$2,500,000. It appears this provision applies to the Bonds.
3. Purchase and sale prices of all investments are assumed to be at fair market value, exclusive of administrative or similar expenses, and representative of an arm's length transaction which did not artificially reduce the rebate amount for the Bonds. We did not analyze the investment purchases or sales to determine if they were completed at fair market value. In addition, we have undertaken no responsibility to review the tax exempt status of interest on the Bonds.
4. Bond proceeds of \$35,284 were designated for costs of issuance on the Bonds. We assumed these funds earned less than the yield on the Bonds. Therefore, we have not included them in the calculation.
5. 2017A Bond proceeds of \$2,853,583 were used to current refund the \$7,435,000 General Obligation Bonds, Series 2009A. Proceeds from the 2017A Bonds were used to redeem the outstanding 2009A Bonds on June 21, 2017. It is our understanding that funds related to the 2009A Bonds have been spent. Therefore, there were no transferred proceeds related to the refunding.

The 2017A Bond proceeds used for the redemption have met the requirements of the six-month spending exception as described in Section 148(f) of the Internal Revenue Code (as amended and Final Regulations promulgated thereunder). Therefore, we have not included them in the calculation.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared:

SUBJECT:

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.

Submitted by:

Submitted By: Brock Weliver, Fire Marshal

Summary Statement:

George Wyth Prairie, 15 acres between Wyth Lake and main park road.
Prairie/Pollinator areas near entrance of George Wyth 2 acres.
Dike along the main road of the park, approximately 3 acres.
Prairie at back of park near the Lodge 2 acres.
Brush pile behind park shop 30 x 30.

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 9/19/2022

Prepared: 9/14/2022

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

Submitted by: Submitted By: Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 9/19/2022

Prepared: 9/14/2022

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

Submitted by: Submitted By: Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 9/14/2022

ATTACHMENTS:

Description	Type
▣ Personnel Requisition	Backup Material

SUBJECT:

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.

Submitted by:

Submitted By: Capt. Aaron McClelland

PERSONNEL REQUISITION FORM

Check as applicable: To start recruiting or civil service process and/or ☒ to fill a vacancy

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

Position Title: Clerk (Records Clerk) - 2 Department: Waterloo Police Department

Reports To: Police Chief Work Location: City of Waterloo

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
Non-bargaining Position: ☐ Yes ☐ No

Recommended Recruitment Sources:

☒ Internal Posting Only
☐ Internal Posting and External Advertising

Bargaining Group: TEAMSTERS

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

☐ New Position or ☒ Replacement Position for: Michelle Boesen/ Amber Chase
(Specify name of former incumbent)

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

Date incumbent terminated employment/final payout: Chase and Boesen will be transferring to another city department.

Anticipated start date: 8/15/2022 No. of hours/week: 40 Work schedule: 5/2

Annual salary requirements: \$50,814.40 is position budgeted for this and future FYs? ☒ Yes ☐ No

If no, how will position be funded? _____

Justification of need for position: On 5/17/22 Michelle Boesen was chosen to fill the WPD Property Tech position within our department causing an opening in our records division. On 5/20/22, I was informed that Amber Chase had taken a position with Waterloo Sanitation starting 6/9/22. This will leave two vacancies in our records division. This division is responsible for records management, case management and reporting for every case the police department works. This is a vital role, that needs to be filled as soon as possible. The department is funded for four (4) positions.

What are the likely consequences if the position is not filled? The duties would fall on the only TWO Clerks working in records and cause mandatory overtime and possible burn out.

APPROVALS

Approved subject to the following conditions: _____

Capt. [Signature] 5/26/22
Submitting Department Head Date

Michelle Widmer 6-9-22
Chief Financial Officer Date

[Signature]
Mayor Date
[Signature] 6/9/22
Human Resources Director Date

PERSONNEL REQUISITION FORM

Check as applicable: To start recruiting or civil service process and/or ☒ to fill a vacancy

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

Position Title: Clerk (Records Clerk) Department: Waterloo Police Department

Reports To: Police Chief Work Location: City of Waterloo

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

Non-bargaining Position: ☐ Yes ☐ No

Bargaining Group: TEAMSTERS

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: Michelle Boesen/ Amber Chase
(Specify name of former incumbent)

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

Date incumbent terminated employment/final payout: Chase and Boesen will be transferring to another city department.

Anticipated start date: 8/15/2022 No. of hours/week: 40 Work schedule: 5/2

Annual salary requirements: \$50,814.40 is position budgeted for this and future FYs? ☒ Yes ☐ No

If no, how will position be funded? _____

Justification of need for position: On 5/17/22 Michelle Boesen was chosen to fill the WPD Property Tech position within our department causing an opening in our records division. On 5/20/22, I was informed that Amber Chase had taken a position with Waterloo Sanitation starting 6/9/22. This will leave two vacancies in our records division. This division is responsible for records management, case management and reporting for every case the police department works. This is a vital role, that needs to be filled as soon as possible. The department is funded for four (4) positions.

What are the likely consequences if the position is not filled? The duties would fall on the only TWO Clerks working in records and cause mandatory overtime and possible burn out.

APPROVALS

Approved subject to the following conditions: _____

Capt. [Signature] 5/26/22
Submitting Department Head Date

Mayor Date

Chief Financial Officer Date

Human Resources Director Date

Submit resume by going to www.cityofwaterlooiaowa.com clicking on Career Opportunities, reviewing the Clerk 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 Noon on a date and time to be determined.

Please note information at end of description regarding typing verification.

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

**CLERK
(Current Vacancies are in Police Department)**

DEPARTMENT	:	CLERK'S OFFICE/ POLICE/ ENGINEERING/WASTE MANAGEMENT
SALARY	:	\$23.43 with \$1.00 increase after 6-month probation
FLSA	:	NON-EXEMPT
CIVIL SERVICE	:	INCLUDED
BARGAINING UNIT	:	TEAMSTERS LOCAL #238

GENERAL STATEMENT OF DUTIES

Staff support position responsible for performing a variety of difficult clerical tasks within one of the above departments requiring the use of independent judgement. The work is performed under the general direction of a department head or designee. May direct the work of lower level clerical or temporary employees.

**EXAMPLES OF ESSENTIAL FUNCTIONS
(Illustrative Only)**

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

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Performs data entry, types correspondence, reports and statistical data. 2. Collects and compiles statistical data manually and with a computerized system. 3. Greets the public and answers incoming department phone calls as needed and provides information based on knowledge of department and City policies, regulations and procedures or directs call to proper person. 4. Performs minor bookkeeping and financial record keeping. 5. Collects fees and revenues, prepares receipts and maintains records of revenue/expense transactions. 6. May schedule and assign tasks to subordinate clerks and review their work for accuracy. | <ol style="list-style-type: none"> 7. May prepare and input payroll data and other financial information. 8. May perform accounts receivable, accounts payable or banking functions. 9. Operates personal computer, typewriter, calculator, fax machine and other general office equipment. 10. May interpret technical data, review materials on a variety of projects and present facts and findings clearly and concisely to a supervisor, coworkers, City officials and the public. 11. May prepare written reports, complete forms and keep files up-to-date. 12. Communicates with the public, City officials and coworkers by telephone and in person. 13. Works under strict time constraints and stressful conditions. 14. Works independently and with others with limited supervision. |
|---|---|

15. Attends work regularly at the designated place and time.
16. Performs all work duties and activities in accordance with City, department and OSHA policies, procedures and safety rules.
17. Performs other duties as assigned by a supervisor or designee.

Police Department Requirements:

18. Performs Data Verification of reporting and statistical data to meet all State and Federal IBR requirements.
19. Send reports on a daily basis to the Black Hawk County Attorney's office, Iowa DOT, and the Black Hawk County Clerk of Court.
20. Ensure that all documents and reports are stored in the departments Electronic Document and Management system.
21. Required to be certified in the NCIC (National Crime Information Center system) for data entry of all items required by the Federal System.
22. Update and process all incoming Online reports Generated by the public.
23. Perform monthly validations on items entered into the NCIC system.
24. Possible Grant writing and exploration of Grants available to the Police Department

REQUIRED KNOWLEDGE & ABILITIES

1. Knowledge of Microsoft Office software, in particular Word and Excel (testing of skills will be done if being considered for position) and must be able to learn specialized software.
2. Thorough knowledge of clerical functions, office procedures, terminology and equipment including personal computer.
3. Ability to perform general office services, learn specialized computer software, develop computer-generated reports and keep accurate,

thorough and updated records.

4. Ability to collect, analyze and present data from computerized reports in organized and understandable form.
5. Ability to answer questions and provide information to the public in person and over the telephone in a clear, concise and easily understandable manner.
6. Ability to multitask and deal with multiple interruptions.
7. Ability to assist the public in a kind, courteous and respectful manner including under stressful circumstances.
8. Ability to write legibly, prioritize work, produce a quality work product within strict time lines and handle multiple tasks.
9. Ability to work independently and with others with minimum supervision and to direct the work of other employees.
10. Ability to exercise independent judgment and to make decisions based on department policies, City ordinances and established regulations.
11. Ability to establish and maintain effective working relationships with supervisors, coworkers and the public.
12. Ability to work with people from a broad variety of social, economic, racial, ethnic and educational backgrounds.

ACCEPTABLE EXPERIENCE & TRAINING

1. High school graduate/GED with minimum one year business clerical, secretarial, bookkeeping or other closely related experience in an office setting; prefer additional education beyond high school in business clerical, accounting or closely related field.

OR

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

2. Skilled in use of personal computer and Microsoft Office software (verification of skills through testing arranged by the City of Waterloo Human Resources Office).
3. Detail-oriented and accurate.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient speech and hearing that permits the employee to communicate effectively with supervisors, other employees and the public in person or by telephone.
2. Sufficient vision and manual dexterity that permits the employee to operate a personal computer and other standard office equipment, handle files, perform customer service duties and other clerical responsibilities.
3. Sufficient personal mobility that permits the employee to move from one work area to another.

MISCELLANEOUS

1. The City of Waterloo will conduct a background investigation including a review of education, past employers and references.
2. Required to submit to and pass Civil Service panel interview. May be required to participate in written examination depending on number of qualified candidates.
3. If position is filled as a promotional appointment, any regular employee who meets the minimum qualifications is eligible to apply for the position.

WORK SCHEDULE

Generally 8:00AM-5:00PM Monday through Friday with one hour unpaid lunch. The City of Waterloo reserves the right to change these hours within the guidelines of the Teamsters contract. Limited overtime.

EXAMINATION INFORMATION

Qualified applicants who apply by the deadline date will be required to appear before an oral examination

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

WRITTEN EXAMINATION

In the event the City of Waterloo receives resumes from more than thirty (30) qualified applicants, we reserve the right to require these applicants to participate in a written examination designed to test knowledge of clerical skills. The top twenty scores on the written examination will be invited to the oral examination, but in no case will a candidate be allowed to proceed in the testing without receiving a minimum score of at least 70% on each portion of the written examination. In the event a written examination is necessary, the written examination will be worth 40% of the total score with the oral examination being worth 60% of the total score.

ORAL EXAMINATION DATE

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

A.A./E.E.O.

Minority, female & disabled individuals are encouraged to apply.

CLERK II OPEN DESCRIPTION updated 5.25.2022

PERSONNEL REQUISITION {Records Clerk}

The following questions are provided as guidelines to assist you in developing your rationale for the position of Clerk (Records Division) in the *Police* 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? The Records Clerks ensure all data gathered from the officers is entered correctly in the Records Management System and meets all State and Federal IBR Requirements. They have primary triage responsibility at the front counter to fulfill the general public requests and ensure that all documentation is transferred to the Black Hawk County Attorneys office and the IDOT.
- (2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not? No – We don't have other civilian staff that can perform this function.
- (3) How is the work of this position being accomplished now? We currently have 1 Records Clerk that is doing what she can but due to the volume that is required she will not be able to fulfill these expectations by herself.
- (4) Are the filled positions in your department currently being utilized to their maximum potential? Yes, this is a position that requires a full time employee.
- (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)? This position is critical to the Police Department in order to meet the State and FBI reporting needs and the needs of the public. They have to be certified in the National Crime Information Center (NCIC) system, which is a computerized index of Criminal Justice Information. The amount of training required would be too intensive to have it be a rotational position.
- (6) What cost savings or revenues, if any, would your department or the City realize if this position is filled? Until these 2 positions are filled, we will incur overtime costs to keep up with the volume that exists.
- (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? With 3 Records Clerks we have not had to incur any overtime.
- (8) How has the work load or demands of your department changed in comparison to your staffing levels over the past three fiscal years? Provide

statistics if possible. This position has been funded for several years. This request is to get us back to 3 Records Clerks.

- (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. We have set deadlines in which data has to be submitted to the State and FBI. We are also required by the Black Hawk County Attorney's office to meet their deadlines for prosecution. If we don't fill these 2 positions, we will not be able to meet either deadline which will have severe consequences.
- (10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation? The other Records Clerks cover during the time when someone is gone.
- (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, These positions require certification through NCIC and in order to become fully certified in NCIC you have to be a law enforcement employee.
- (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 a high priority.
- (13) How does this position impact the Goals and Objectives for the City adopted by the City Council? Meets the goals and objectives of the department, city and of Iowa Code.

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

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 9/14/2022

ATTACHMENTS:

Description	Type
▣ Personnel Requisition	Backup Material

SUBJECT:

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.

Submitted by:

Submitted By: Capt. Aaron McClelland

PERSONNEL REQUISITION FORM

Check as applicable: To start recruiting or civil service process and/or ☒ to fill a vacancy

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

Position Title: Clerk (Records Clerk) - 2 Department: Waterloo Police Department

Reports To: Police Chief Work Location: City of Waterloo

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
Non-bargaining Position: ☐ Yes ☐ No

Recommended Recruitment Sources:

☒ Internal Posting Only
☐ Internal Posting and External Advertising

Bargaining Group: TEAMSTERS

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

☐ New Position or ☒ Replacement Position for: Michelle Boesen/ Amber Chase
(Specify name of former incumbent)

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

Date incumbent terminated employment/final payout: Chase and Boesen will be transferring to another city department.

Anticipated start date: 8/15/2022 No. of hours/week: 40 Work schedule: 5/2

Annual salary requirements: \$50,814.40 is position budgeted for this and future FYs? ☒ Yes ☐ No

If no, how will position be funded? _____

Justification of need for position: On 5/17/22 Michelle Boesen was chosen to fill the WPD Property Tech position within our department causing an opening in our records division. On 5/20/22, I was informed that Amber Chase had taken a position with Waterloo Sanitation starting 6/9/22. This will leave two vacancies in our records division. This division is responsible for records management, case management and reporting for every case the police department works. This is a vital role, that needs to be filled as soon as possible. The department is funded for four (4) positions.

What are the likely consequences if the position is not filled? The duties would fall on the only TWO Clerks working in records and cause mandatory overtime and possible burn out.

APPROVALS

Approved subject to the following conditions: _____

Capt. [Signature] 5/26/22
Submitting Department Head Date

Michelle Widener 6-9-22
Chief Financial Officer Date

[Signature]
Mayor Date
[Signature] 6/9/22
Human Resources Director Date

PERSONNEL REQUISITION FORM

Check as applicable: To start recruiting or civil service process and/or ☒ to fill a vacancy

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

Position Title: Clerk (Records Clerk) Department: Waterloo Police Department

Reports To: Police Chief Work Location: City of Waterloo

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
Non-bargaining Position: ☐ Yes ☐ No

Recommended Recruitment Sources:

☒ Internal Posting Only
☐ Internal Posting and External Advertising

Bargaining Group: TEAMSTERS

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

☐ New Position or ☒ Replacement Position for: Michelle Boesen/ Amber Chase
(Specify name of former incumbent)

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

Date incumbent terminated employment/final payout: Chase and Boesen will be transferring to another city department.

Anticipated start date: 8/15/2022 No. of hours/week: 40 Work schedule: 5/2

Annual salary requirements: \$50,814.40 is position budgeted for this and future FYs? ☒ Yes ☐ No

If no, how will position be funded? _____

Justification of need for position: On 5/17/22 Michelle Boesen was chosen to fill the WPD Property Tech position within our department causing an opening in our records division. On 5/20/22, I was informed that Amber Chase had taken a position with Waterloo Sanitation starting 6/9/22. This will leave two vacancies in our records division. This division is responsible for records management, case management and reporting for every case the police department works. This is a vital role, that needs to be filled as soon as possible. The department is funded for four (4) positions.

What are the likely consequences if the position is not filled? The duties would fall on the only TWO Clerks working in records and cause mandatory overtime and possible burn out.

APPROVALS

Approved subject to the following conditions: _____

Capt. [Signature] 5/26/22
Submitting Department Head Date

Mayor Date

Chief Financial Officer Date

Human Resources Director Date

Submit resume by going to www.cityofwaterlooiaowa.com clicking on Career Opportunities, reviewing the Clerk 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 Noon on a date and time to be determined.

Please note information at end of description regarding typing verification.

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

**CLERK
(Current Vacancies are in Police Department)**

DEPARTMENT	:	CLERK'S OFFICE/ POLICE/ ENGINEERING/WASTE MANAGEMENT
SALARY	:	\$23.43 with \$1.00 increase after 6-month probation
FLSA	:	NON-EXEMPT
CIVIL SERVICE	:	INCLUDED
BARGAINING UNIT	:	TEAMSTERS LOCAL #238

GENERAL STATEMENT OF DUTIES

Staff support position responsible for performing a variety of difficult clerical tasks within one of the above departments requiring the use of independent judgement. The work is performed under the general direction of a department head or designee. May direct the work of lower level clerical or temporary employees.

EXAMPLES OF ESSENTIAL FUNCTIONS
(Illustrative Only)

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

- | | |
|--|---|
| 1. Performs data entry, types correspondence, reports and statistical data. | 7. May prepare and input payroll data and other financial information. |
| 2. Collects and compiles statistical data manually and with a computerized system. | 8. May perform accounts receivable, accounts payable or banking functions. |
| 3. Greets the public and answers incoming department phone calls as needed and provides information based on knowledge of department and City policies, regulations and procedures or directs call to proper person. | 9. Operates personal computer, typewriter, calculator, fax machine and other general office equipment. |
| 4. Performs minor bookkeeping and financial record keeping. | 10. May interpret technical data, review materials on a variety of projects and present facts and findings clearly and concisely to a supervisor, coworkers, City officials and the public. |
| 5. Collects fees and revenues, prepares receipts and maintains records of revenue/expense transactions. | 11. May prepare written reports, complete forms and keep files up-to-date. |
| 6. May schedule and assign tasks to subordinate clerks and review their work for accuracy. | 12. Communicates with the public, City officials and coworkers by telephone and in person. |
| | 13. Works under strict time constraints and stressful conditions. |
| | 14. Works independently and with others with limited supervision. |

15. Attends work regularly at the designated place and time.
16. Performs all work duties and activities in accordance with City, department and OSHA policies, procedures and safety rules.
17. Performs other duties as assigned by a supervisor or designee.

Police Department Requirements:

18. Performs Data Verification of reporting and statistical data to meet all State and Federal IBR requirements.
19. Send reports on a daily basis to the Black Hawk County Attorney's office, Iowa DOT, and the Black Hawk County Clerk of Court.
20. Ensure that all documents and reports are stored in the department's Electronic Document and Management system.
21. Required to be certified in the NCIC (National Crime Information Center system) for data entry of all items required by the Federal System.
22. Update and process all incoming Online reports Generated by the public.
23. Perform monthly validations on items entered into the NCIC system.
24. Possible Grant writing and exploration of Grants available to the Police Department

REQUIRED KNOWLEDGE & ABILITIES

1. Knowledge of Microsoft Office software, in particular Word and Excel (testing of skills will be done if being considered for position) and must be able to learn specialized software.
2. Thorough knowledge of clerical functions, office procedures, terminology and equipment including personal computer.
3. Ability to perform general office services, learn specialized computer software, develop computer-generated reports and keep accurate,

thorough and updated records.

4. Ability to collect, analyze and present data from computerized reports in organized and understandable form.
5. Ability to answer questions and provide information to the public in person and over the telephone in a clear, concise and easily understandable manner.
6. Ability to multitask and deal with multiple interruptions.
7. Ability to assist the public in a kind, courteous and respectful manner including under stressful circumstances.
8. Ability to write legibly, prioritize work, produce a quality work product within strict time lines and handle multiple tasks.
9. Ability to work independently and with others with minimum supervision and to direct the work of other employees.
10. Ability to exercise independent judgment and to make decisions based on department policies, City ordinances and established regulations.
11. Ability to establish and maintain effective working relationships with supervisors, coworkers and the public.
12. Ability to work with people from a broad variety of social, economic, racial, ethnic and educational backgrounds.

ACCEPTABLE EXPERIENCE & TRAINING

1. High school graduate/GED with minimum one year business clerical, secretarial, bookkeeping or other closely related experience in an office setting; prefer additional education beyond high school in business clerical, accounting or closely related field.

OR

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

2. Skilled in use of personal computer and Microsoft Office software (verification of skills through testing arranged by the City of Waterloo Human Resources Office).
3. Detail-oriented and accurate.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient speech and hearing that permits the employee to communicate effectively with supervisors, other employees and the public in person or by telephone.
2. Sufficient vision and manual dexterity that permits the employee to operate a personal computer and other standard office equipment, handle files, perform customer service duties and other clerical responsibilities.
3. Sufficient personal mobility that permits the employee to move from one work area to another.

MISCELLANEOUS

1. The City of Waterloo will conduct a background investigation including a review of education, past employers and references.
2. Required to submit to and pass Civil Service panel interview. May be required to participate in written examination depending on number of qualified candidates.
3. If position is filled as a promotional appointment, any regular employee who meets the minimum qualifications is eligible to apply for the position.

WORK SCHEDULE

Generally 8:00AM-5:00PM Monday through Friday with one hour unpaid lunch. The City of Waterloo reserves the right to change these hours within the guidelines of the Teamsters contract. Limited overtime.

EXAMINATION INFORMATION

Qualified applicants who apply by the deadline date will be required to appear before an oral examination

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

WRITTEN EXAMINATION

In the event the City of Waterloo receives resumes from more than thirty (30) qualified applicants, we reserve the right to require these applicants to participate in a written examination designed to test knowledge of clerical skills. The top twenty scores on the written examination will be invited to the oral examination, but in no case will a candidate be allowed to proceed in the testing without receiving a minimum score of at least 70% on each portion of the written examination. In the event a written examination is necessary, the written examination will be worth 40% of the total score with the oral examination being worth 60% of the total score.

ORAL EXAMINATION DATE

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

A.A./E.E.O.

Minority, female & disabled individuals are encouraged to apply.

CLERK II OPEN DESCRIPTION updated 5.25.2022

PERSONNEL REQUISITION *{Records Clerk}*

The following questions are provided as guidelines to assist you in developing your rationale for the position of Clerk (Records Division) in the *Police* 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? The Records Clerks ensure all data gathered from the officers is entered correctly in the Records Management System and meets all State and Federal IBR Requirements. They have primary triage responsibility at the front counter to fulfill the general public requests and ensure that all documentation is transferred to the Black Hawk County Attorneys office and the IDOT.
- (2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not? No – We don't have other civilian staff that can perform this function.
- (3) How is the work of this position being accomplished now? We currently have 1 Records Clerk that is doing what she can but due to the volume that is required she will not be able to fulfill these expectations by herself.
- (4) Are the filled positions in your department currently being utilized to their maximum potential? Yes, this is a position that requires a full time employee.
- (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)? This position is critical to the Police Department in order to meet the State and FBI reporting needs and the needs of the public. They have to be certified in the National Crime Information Center (NCIC) system, which is a computerized index of Criminal Justice Information. The amount of training required would be too intensive to have it be a rotational position.
- (6) What cost savings or revenues, if any, would your department or the City realize if this position is filled? Until these 2 positions are filled, we will incur overtime costs to keep up with the volume that exists.
- (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? With 3 Records Clerks we have not had to incur any overtime.
- (8) How has the work load or demands of your department changed in comparison to your staffing levels over the past three fiscal years? Provide

statistics if possible. This position has been funded for several years. This request is to get us back to 3 Records Clerks.

- (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. We have set deadlines in which data has to be submitted to the State and FBI. We are also required by the Black Hawk County Attorney's office to meet their deadlines for prosecution. If we don't fill these 2 positions, we will not be able to meet either deadline which will have severe consequences.
- (10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation? The other Records Clerks cover during the time when someone is gone.
- (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, These positions require certification through NCIC and in order to become fully certified in NCIC you have to be a law enforcement employee.
- (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 a high priority.
- (13) How does this position impact the Goals and Objectives for the City adopted by the City Council? Meets the goals and objectives of the department, city and of Iowa Code.

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

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 9/14/2022

ATTACHMENTS:

Description	Type
▣ Personnel Requisition	Backup Material

SUBJECT:

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.

Submitted by:

Submitted By: Capt. Aaron McClelland

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: Clerk II Department: Police Department

Reports To: Chief of Police Work Location: City of Waterloo

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: Teamsters

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: Clerk II Kate Winston
(Specify name and title of former incumbent)

Date incumbent terminated employment: 08/19/2022

Date of final payout: N/A, to City Position

Anticipated start date: 08/19/2022 No. of hours/week: 40 Work schedule: 5/2

Justification of need for position: On 08/19/2022 Clerk II, Kate Winston transferred from the Police Department to an other City Dept creating a vacancy lowering the staffing level to 2 clerks. The FYE22 budgets support 5 clerks.

What are the likely consequences if the position is not filled? The Police Department Finance Clerk II is a critical part of the departments function. Not filing the position would jeopardize the financial processing of the department's payroll and bill paying.

APPROVALS

Annual salary requirements: \$51,833.60 Hourly Rate: 24.92 Benefits: City Benefits package
(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: _____

Capt. Adam P. [Signature] 9/1/22
Submitting Department Head Date

[Signature]
Mayor Date

Chief Financial Officer Date

[Signature] 9/8/22
Human Resources Director Date

Human Resources Committee Chairperson Date

Missy Gearhart

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

Missy

I give my approval for the staffing discussed today.

Ray

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

Good morning personnel req committee members,

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

The Librarian request is a position to hire as usual.

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

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

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

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

Thank you,
Missy

Missy Gearhart

Missy Gearhart, MOL, SPHR, SHRM-CP
Assistant Human Resources Director
City of Waterloo
P 319-291-4303 ext 3375
F 319-291-4569

PERSONNEL REQUISITION
{Records Clerk}

The following questions are provided as guidelines to assist you in developing your rationale for the position of Clerk (Records Division) in the *Police* 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? The Records Clerks ensure all data gathered from the officers is entered correctly in the Records Management System and meets all State and Federal IBR Requirements. They have primary triage responsibility at the front counter to fulfill the general public requests and ensure that all documentation is transferred to the Black Hawk County Attorneys office and the IDOT.
- (2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not? No – We don't have other civilian staff that can perform this function.
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statistics if possible. This position has been funded for several years. This request is to get us back to 3 Records Clerks.

- (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. We have set deadlines in which data has to be submitted to the State and FBI. We are also required by the Black Hawk County Attorney's office to meet their deadlines for prosecution. If we don't fill these 2 positions, we will not be able to meet either deadline which will have severe consequences.
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- (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, These positions require certification through NCIC and in order to become fully certified in NCIC you have to be a law enforcement employee.
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- (13) How does this position impact the Goals and Objectives for the City adopted by the City Council? Meets the goals and objectives of the department, city and of Iowa Code.

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

CITY OF WATERLOO

Council Communication

Bonds.

City Council Meeting: 9/19/2022

Prepared:

ATTACHMENTS:

Description	Type
▣ Bonds for council approval 9.19.2022	Backup Material

SUBJECT: Bonds.

BONDS FOR COUNCIL APPROVAL
September 19, 2022

RIGHT OF WAY CONSTRUCTION BOND	AMOUNT	\$15,000.00
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IA6030238
IA5945174

DZENIFA KOSTIC
STEVE'S SUPER LAWN CARE, LLC

WATERLOO, IA
WATERLOO, IA

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 9/7/2022

ATTACHMENTS:

Description	Type
□ Council Packet	Backup Material
□ Legal Description	Backup Material

SUBJECT:

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

HOLD HEARING - No comments on file.

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

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

Motion to suspend the rules.

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

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

Recommended Action: Approval

Summary Statement: Transmitted herewith is a request by by the City of Waterloo to rezone approximately 5.0 acres from “A-1” Agricultural District and “M-1” Light Industrial District to “M-1” Light Industrial District located east of 2135 Commercial Street.

The Planning and Zoning Commission voted unanimously to recommend approval of the request at their August 18, 2022 meeting.

The request would not appear to have a negative impact on the neighborhood as the area is surrounded by industrial uses to the south and west and the Cedar River to the east and north.

A majority of the property is zoned “A-1” Agricultural District having been zoned as such since being rezoned from “U-1” Unclassified on June 15, 1998. The remaining portion is zoned “M-1” Light Industrial District and has

been zoned as such since the adoption of the Zoning Ordinance in 1969.
Surrounding uses and zoning:
North – Cedar River zoned “A-1” Agricultural District.
South – Industrial and Commercial zoned “M-1” Light Industrial District.
East – Cedar River zoned “A-1” Agricultural District
West – Industrial and Commercial zoned “M-1” Light Manufacturing District.

Neighborhood Impact:

The applicant is requesting to rezone approximately 5.0 acres from “A-1” Agricultural District and “M-1” Light Industrial District to allow for future development, and make existing development a conforming use.
The property in question is surrounded by other commercial/industrial type development. The property is located to the west of the Cedar River levee, therefore, will not have any effect on the Cedar River or the floodplain.
A portion of the existing “M-1” area is included in the rezone in order to cover a vacated alley allowing for an easier legal description.
The Planning, Programming, and Zoning Commission voted 6-0 to recommend approval of the request at their rescheduled regular meeting on August 18, 2022.

Therefore, staff recommends that the request by City of Waterloo to rezone approximately 5.0 acres from “A-1” Agricultural District and “M-1” Light Industrial District to “M-1” Light Industrial District located east of 2135 Commercial Street be approved for the following reasons:

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

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

Expenditure Required/Source of Funds:
None

That part of vacated Front Street (platted as Division Street) in the plat of South Waterloo, City of Waterloo, Black Hawk County, State of Iowa, lying north of the north line of Commercial Street (platted as Front Street) and lying south of a line drawn between the northeast corner of Lot 33 and the northwest corner of Lot 44 of said South Waterloo;

And

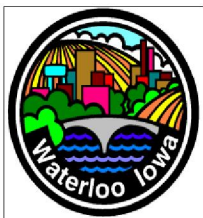
That part of Lot 49 in the plat of South Waterloo, City of Waterloo, Black Hawk County, State of Iowa, lying southwesterly of a line described as beginning at the northeast corner of Lot 25 in said South Waterloo; thence southeasterly to a point on the south line of said Lot 49 which is 20.0 feet east of the southwest corner of said Lot 49;

And

Legal Descriptions:

A PARCEL OF LAND SITUATED IN PART OF GOVERNMENT LOT 8, IN SECTION 25, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF WATERLOO, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SOUTH WATERLOO AN OFFICIAL PLAT IN SAID CITY OF WATERLOO, SAID SOUTHEAST CORNER IS ON THE PRESENT NORTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET; THENCE NORTH 01°52'17" WEST ON THE EAST LINE OF SAID SOUTH WATERLOO, 435.00 FEET; THENCE SOUTH 27°18'56" EAST, 484.11 FEET TO THE EASTERLY PROLONGATION OF THE PRESENT NORTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET; THENCE SOUTH 88°43'20" WEST ON THE EASTERLY PROLONGATION OF THE PRESENT NORTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET, 208.00 FEET TO THE POINT OF BEGINNING.



Staff Person: John Dornoff

Date: August 9, 2022

Subject: Request to rezone from "A-1" and "M-1" to "M-1"

REQUEST:

Request by the City of Waterloo to rezone approximately 5.0 acres from "A-1" Agricultural District and "M-1" Light Industrial District to "M-1" Light Industrial District located east of 2135 Commercial Street.

APPLICANT:

City of Waterloo, 715 Mulberry Street, Waterloo, Iowa 50703

GENERAL DESCRIPTION:

The applicant is requesting to rezone the property in question for future development.

IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:

The request would not appear to have a negative impact on the neighborhood as the area is surrounded by industrial uses to the south and west and the Cedar River to the east and north.

VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:

The request would not appear to have an impact on vehicular or pedestrian traffic movements in the area. The area is served by Commercial Street which is classified as a local street.

RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:

There are no sidewalks in the area.

The nearest trail is the 18th trail located 0.21 miles to the northwest.

ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:

A majority of the property is zoned "A-1" Agricultural District having been zoned as such since being rezoned from "U-1" Unclassified on June 15, 1998. The remaining portion is zoned "M-1" Light Industrial District and has been zoned as such since the adoption of the Zoning Ordinance in 1969. Surrounding uses and zoning:

North – Cedar River zoned "A-1" Agricultural District.

South – Industrial and Commercial zoned "M-1" Light Industrial District.

East – Cedar River zoned "A-1" Agricultural District

West – Industrial and Commercial zoned "M-1" Light Manufacturing District.

DEVELOPMENT HISTORY:

Commercial development built between 1951 and 2002.

BUFFERS/ SCREENING REQUIRED:

No buffering will be required for this request.

DRAINAGE:	A drainage plan will not be needed for the rezoning, however, a drainage plan will need to be included with any development that occurs at the site.
FLOODPLAIN:	The property in question is located in Zone X: Protected by Levee as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025, and Panel Numbers 0302F, dated July 18, 2011.
PUBLIC /OPEN SPACES/ SCHOOLS:	Lowell Elementary School is located 0.548 miles to the northwest, Hoover Middle School is located 2.48 miles to the southwest and Bunger Middle School is located 2.48 miles to the southeast, and East High School is located 1.29 miles to the north.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC:	There is a 36" Storm Sewer located in Commercial Street that has an outlet at the Cedar River.
RELATIONSHIP TO COMPREHENSIVE LAND-USE PLAN:	The Future Land Use Map designates this area as <i>Industrial</i> , and the proposed rezoning would be in conformance with the Comprehensive Plan and Future Land Use Map for this area.
STAFF ANALYSIS – ZONING ORDINANCE:	The applicant is requesting to rezone approximately 2.10 acres from "A-1" Agricultural District and "M-1" Light Industrial District to allow for future development. The property in question is surrounded by other commercial/industrial type development. The property is located to the west of the Cedar River levee, therefore, will not have any effect on the Cedar River or the floodplain. A portion of the existing "M-1" area is included in the rezone in order to cover a vacated alley allowing for an easier legal description. The Planning, Programming, and Zoning Commission voted 6-0 to recommend approval of the request at their rescheduled regular meeting on August 18, 2022.
STAFF ANALYSIS – SUBDIVISION ORDINANCE:	The applicant is not planning on subdividing the property.

STAFF

RECOMMENDATION:

Therefore, staff recommends that the request by City of Waterloo to rezone approximately 5.0 acres from "A-1" Agricultural District and "M-1" Light Industrial District to "M-1" Light Industrial District located east of 2135 Commercial Street be approved for the following reasons:

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



Picture 1: Looking north at rezone area.



Picture 2: Looking south from Commercial Street.



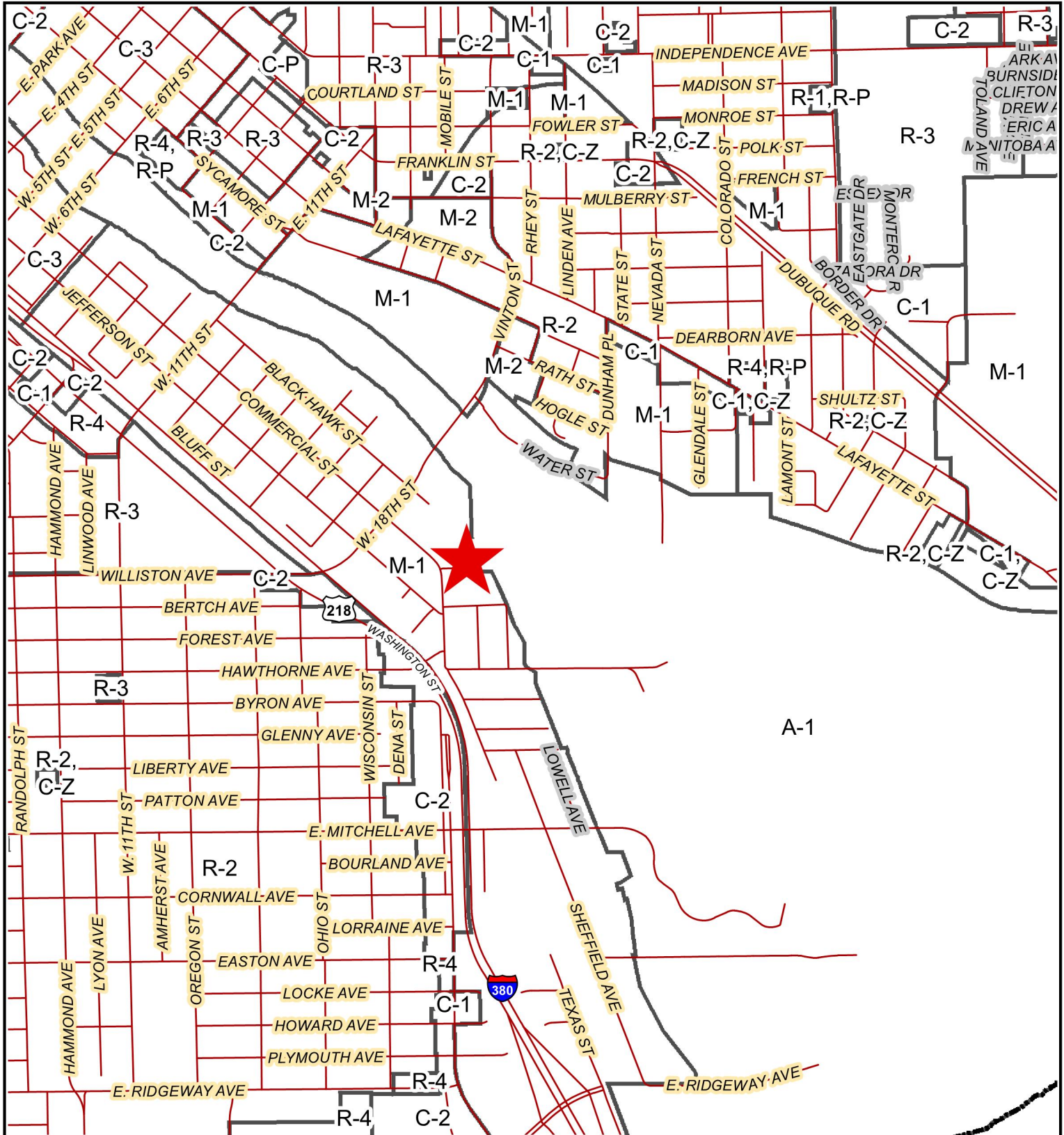
Picture 3: Looking south from Commercial Street.



Picture 4: Looking north from Commercial Street.

City of Waterloo Planning, Programming and Zoning Commission

August 9, 2022



1,000 500 0 1,000
Feet



**East of 2135 Commercial Street
Rezone from "A-1" and "M-1"
to "M-1"**
City of Waterloo

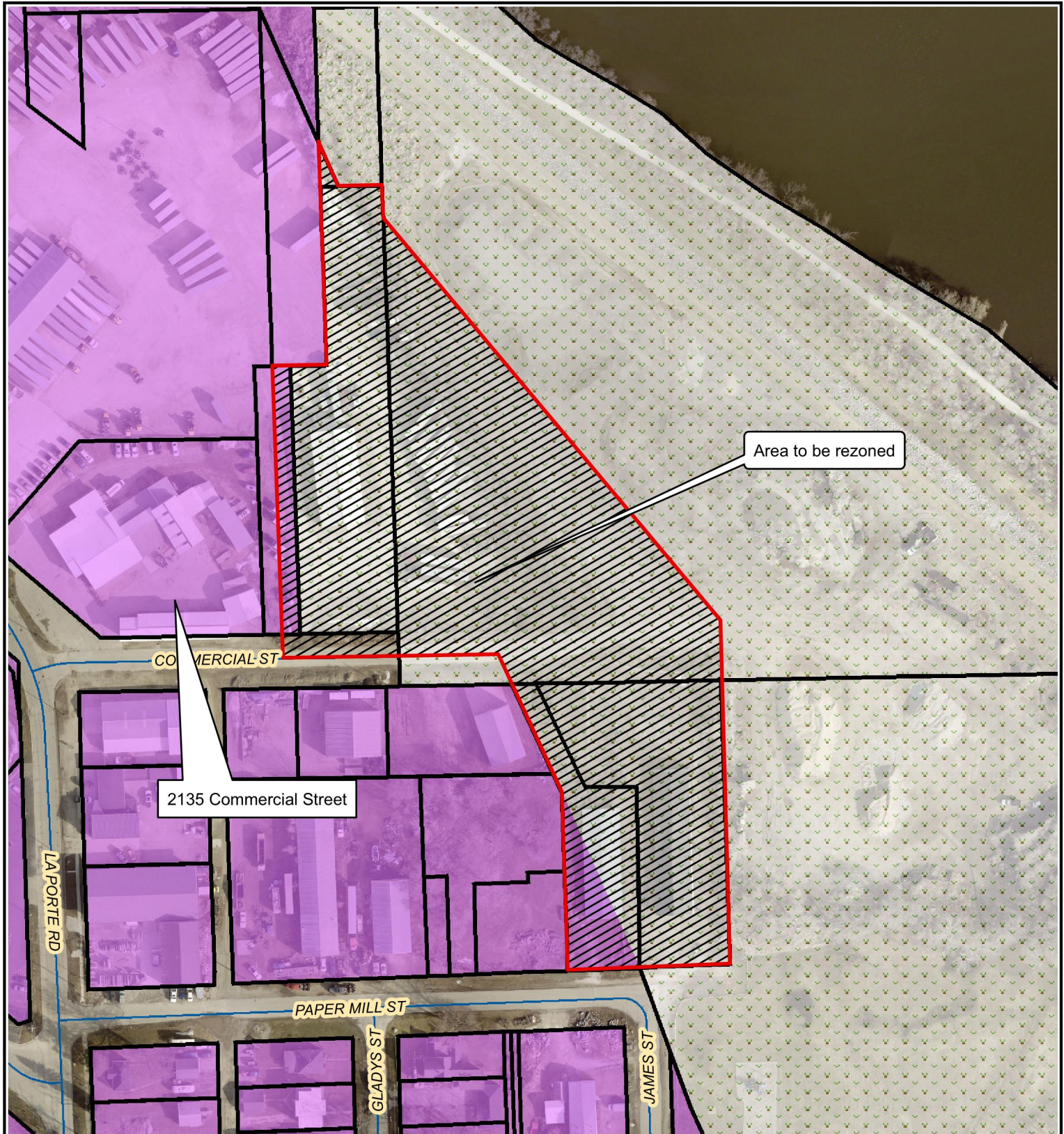
City of Waterloo Planning, Programming and Zoning Commission

August 9, 2022

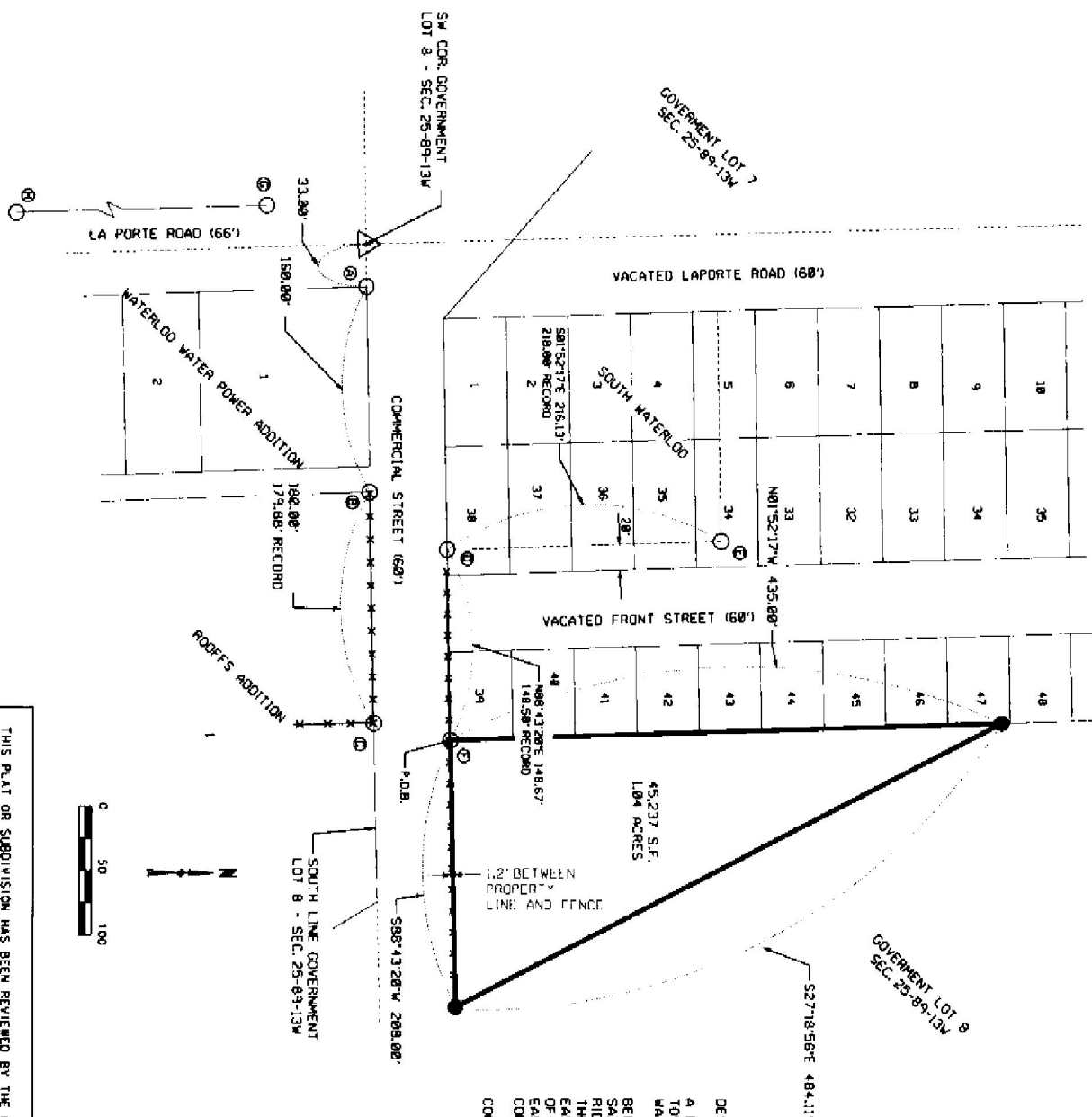


**East of 2135 Commercial Street
Rezone from "A-1" and "M-1"
to "M-1"
City of Waterloo**

City of Waterloo Planning, Programming and Zoning Commission
August 9, 2022



East of 2135 Commercial Street
Rezone from "A-1" and "M-1"
to "M-1"
City of Waterloo

A=COM

PLAT OF SURVEY
OF PART OF GOVERNMENT LOT 8
IN SECTION 25, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH P.M.
ALL IN THE CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA

COUNTY PARCEL LETTER "H"
ASSIGNED BY THE BLACK
HAWK COUNTY AUDITOR'S
OFFICE ON JANUARY 11, 2013

OWNERS:
CITY OF WATERLOO, IOWA
715 MULBERRY STREET
WATERLOO, BLACK HAWK COUNTY, IOWA 50703

SURVEY REQUESTED BY:
CITY OF WATERLOO, IOWA

ADDRESS OF SURVEY:
EAST OF 2123 COMMERCIAL STREET
WATERLOO, BLACK HAWK COUNTY, IOWA 50702

DATE OF SURVEY: JANUARY 9, 2013

DESCRIPTION: PARCEL 741

A PARCEL OF LAND SITUATED IN PART OF GOVERNMENT LOT 8, IN SECTION 25, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF WATERLOO, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS.

BE BEGINNING AT THE SOUTHEAST CORNER OF SOUTH WATERLOO AN OFFICIAL PLAT IN SAID CITY OF WATERLOO, SAID SOUTHEAST CORNER IS ON THE PRESENT NORTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET, THENCE NORTH 81°52'17" WEST ON THE EAST LINE OF SAID SOUTH WATERLOO, 435.00 FEET; THENCE SOUTH 27°18'56" EAST, 184.11 FEET TO THE EASTERLY PROLONGATION OF THE PRESENT NORTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET; THENCE SOUTH 88°43'28" WEST ON THE EASTERLY PROLONGATION OF THE PRESENT NORTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET, 228.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 45,237 SQUARE FEET OR 1.04 ACRES.

○ = FOUND PROPERTY PIN
 A = FOUND 2" PIPE ALIVE WEST OF CORNER
 B ○ D = FOUND 1/2" REBAR/YELLOW PLASTIC CAP NO. 8833
 C ○ E
 D ○ F = FOUND 1/2" REBAR
 E ○ H = FOUND REBAR/YELLOW PLASTIC CAP CAN NOT READ NUMBER
 ● = SET 24" X 1/2" REBAR/YELLOW PLASTIC CAP NO. 8505
 * * CHAIN LINK FENCE

THIS PLAT OR SUBDIVISION HAS BEEN REVIEWED BY THE COUNTY OF BLACK HAWK, IOWA.

SIGNATURE OF COUNTY ORDINANCE ADMINISTRATOR

DATE _____



I hereby certify that this Land Surveying document was prepared 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.

Michael R. Fagle 1-13-2013

MICHAEL R. FAGLE Date

Accession number: 85-05

My license renewal date is December 31, 2014
 Pages or sheets covered by this seal =

THIS SHEET

DATE SIGNED: 1/13/2013
SHEET 1 OF 1

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

1. APPLICATION INFORMATION:

- a. Applicant's name (please print): CITY OF WATERLOO
Address: 715 MULBERRY ST Phone: 319-291-4366 Fax: _____
City: WATERLOO State: IA Zip: 50703
Email: NOEL.ANDERSON@WATERLOO-IA.ORG
- b. Status of applicant: (a) Owner ☒ (b) Other _____ (CHECK ONE): If other explain: _____
- c. Property owner's name if different than above (please print): _____
Address: _____ Phone: _____ Fax: _____
City: _____ State: _____ Zip: _____
Email: _____

2. PROPERTY INFORMATION:

- a. General location of property to be rezoned: E of 235 Commercial
- b. Legal description of property to be rezoned: _____

- c. Dimensions of Proposed Zoning Boundary (Excluding Right of Way): _____
- d. Area of Proposed Zoning Boundary (Excluding Right of Way): _____
- e. Current zoning: M-1 + A-1 Requested zoning: M-1
- f. Reason(s) for rezoning and proposed use(s) of property: FUTURE DEVELOPMENT

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

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

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

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

Signature of Applicant

Date

Signature of Owner

Date

Legal Description:

That part of vacated Front Street (platted as Division Street) in the plat of South Waterloo, City of Waterloo, Black Hawk County, State of Iowa, lying north of the north line of Commercial Street (platted as Front Street) and lying south of a line drawn between the northeast corner of Lot 33 and the northwest corner of Lot 44 of said South Waterloo;

And

That part of Lot 49 in the plat of South Waterloo, City of Waterloo, Black Hawk County, State of Iowa, lying southwesterly of a line described as beginning at the northeast corner of Lot 25 in said South Waterloo; thence southeasterly to a point on the south line of said Lot 49 which is 20.0 feet east of the southwest corner of said Lot 49;

And

A PARCEL OF LAND SITUATED IN PART OF GOVERNMENT LOT 8, IN SECTION 25, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF WATERLOO, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SOUTH WATERLOO AN OFFICIAL PLAT IN SAID CITY OF WATERLOO, SAID SOUTHEAST CORNER IS ON THE PRESENT NORTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET; THENCE NORTH $01^{\circ}52'17''$ WEST ON THE EAST LINE OF SAID SOUTH WATERLOO, 435.00 FEET; THENCE SOUTH $27^{\circ}18'56''$ EAST, 484.11 FEET TO THE EASTERLY PROLONGATION OF THE PRESENT NORTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET; THENCE SOUTH $88^{\circ}43'20''$ WEST ON THE EASTERLY PROLONGATION OF THE PRESENT NORTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET, 208.00 FEET TO THE POINT OF BEGINNING.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 8/31/2022

ATTACHMENTS:

Description	Type
▣ FY22 Mini-Grant Iowa League of Cities and Midwest Triple Pattern	Backup Material

SUBJECT:

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.

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

Recommended Action: Approval

Summary Statement: Please see attached council communication.

Council Communication

City Council Meeting: September 5th , 2022

Prepared: August 31, 2022

Dept. Head Signature:

Number of Attachments:

SUBJECT: Mini-Grant Requests

Submitted by: Tavis Hall, Experience Waterloo

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

Event Summary

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

Iowa League of Cities Annual Conference, 2022 | Waterloo Convention Center | September 28th – 30th 2022

Request: \$3,000 | Total Econ Impact: \$392,137

Midwest Triple Pattern Challenge | Maple Lanes and Cadillac XBC | September 30th – October 2nd , 2022

Request: \$3,000 | Total Econ Impact: \$241,582

Projected economic impact: \$633,719

Request: \$6,000

ROI (Economic impact based on requested funds): An \$6,000 total award for these 4 events would return \$105.62 per dollar invested.

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

Policy Issue: None

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

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

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

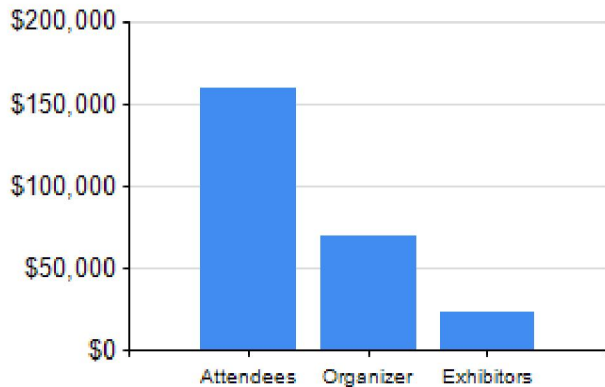
Event Impact Summary

Destination: Experience Waterloo

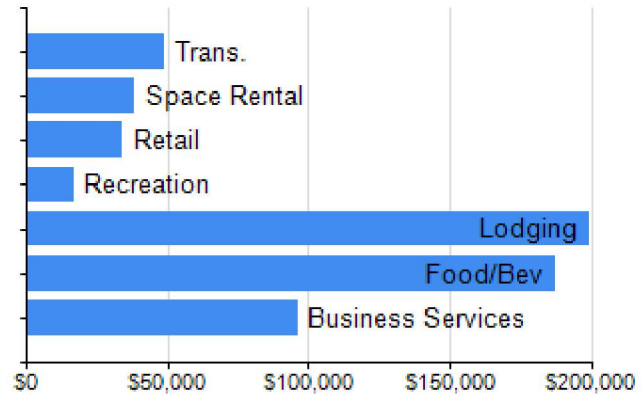
Event Parameters		Key Results	
Event Name:	Iowa League of Cities Annual Conference & Exhibit	Business Sales (Direct):	\$253,165
Organization:	Iowa League of Cities	Business Sales (Total):	\$392,137
Event Type:	Convention	Jobs Supported (Direct):	140
Start Date:	9/28/2022	Jobs Supported (Total):	171
End Date:	9/30/2022	Local Taxes (Total):	\$8,538
Overnight Attendees:	360	Net Direct Tax ROI:	\$8,085
Day Attendees:	405	Estimated Room Demand:	721

Direct Business Sales

Sales by Source



Sales by Sector



Industry	Attendees	Organizer	Exhibitor	Total
Lodging	\$89,350	\$2,894	\$0	\$92,244
Transportation	\$14,170	\$965	\$3,745	\$18,879
Food & Beverage	\$36,383	\$29,076	\$7,876	\$73,335
Retail	\$12,586	\$0	\$0	\$12,586
Recreation	\$6,814	\$0	\$0	\$6,814
Space Rental	\$0	\$12,309	\$2,172	\$14,481
Business Services	\$0	\$24,741	\$10,085	\$34,826
TOTAL	\$159,304	\$69,984	\$23,878	\$253,165

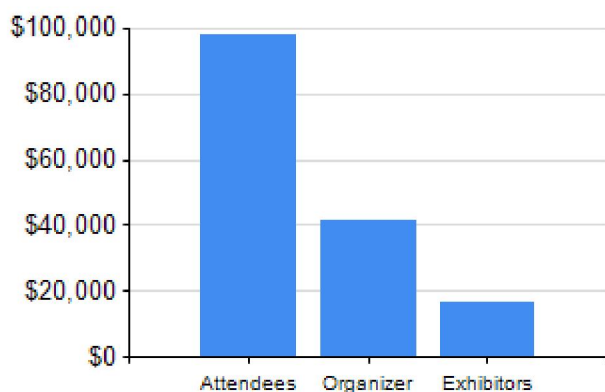
Event Impact Summary

Destination: Experience Waterloo

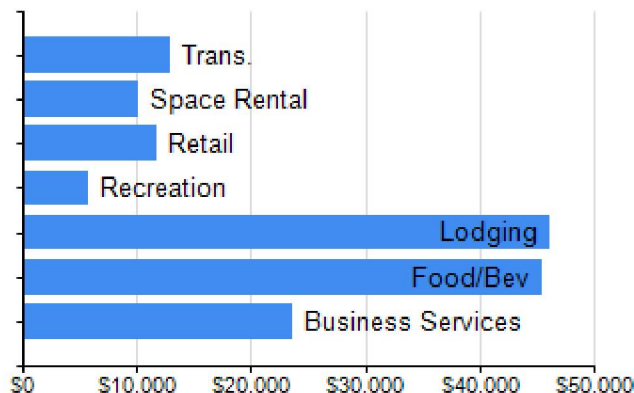
Event Parameters		Key Results	
Event Name:	Midwest Triple Pattern Challenge	Business Sales (Direct):	\$155,844
Organization:	Youth Bowling Scholarship Foundation (YBSF)	Business Sales (Total):	\$241,582
Event Type:	Trade Show	Jobs Supported (Direct):	86
Start Date:	9/30/2022	Jobs Supported (Total):	103
End Date:	10/2/2022	Local Taxes (Total):	\$4,454
Overnight Attendees:	220	Net Direct Tax ROI:	\$4,175
Day Attendees:	383	Estimated Room Demand:	440

Direct Business Sales

Sales by Source



Sales by Sector



Industry	Attendees	Organizer	Exhibitor	Total
Lodging	\$43,594	\$2,494	\$0	\$46,088
Transportation	\$9,561	\$831	\$2,630	\$13,022
Food & Beverage	\$26,998	\$12,849	\$5,532	\$45,379
Retail	\$11,781	\$0	\$0	\$11,781
Recreation	\$5,765	\$0	\$0	\$5,765
Space Rental	\$0	\$8,683	\$1,525	\$10,208
Business Services	\$0	\$16,517	\$7,084	\$23,601
TOTAL	\$97,698	\$41,374	\$16,771	\$155,844

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 9/2/2022

ATTACHMENTS:

Description	Type
▣ AECOM - Waterloo Regional Airport - 2022 Iowa CAIF Project Design Agreement - Parking Canopy	Backup Material
▣ Press Release issued by the Iowa DOT regarding CAIF Announcement	Backup Material

SUBJECT:

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.

Submitted by:

Submitted By: Keith Kaspari, Airport Director

Recommended Action:

Approve the request by Airport Staff. With this request, the Iowa DOT and Iowa CAIF team reviewed the attached design agreement, performed a preliminary audit review of the agreement, and has approved the agreement for the Airport to advance the agreement for formal approval by - in my case, the Waterloo City Council.

Summary Statement:

This request by Airport Staff will provide the approval for Staff to proceed with engineers from AECOM Technical Services, Inc. (ATS) for the beginning conceptual and final project design services and to prepare bid specifications for bidding the parking lot canopy structure project for the north-half of the airline passenger terminal paid passenger parking lot.

Neighborhood Impact:

Project should provide an enhanced parking capability for the airport's passengers and provide for an improved parking and passenger experience for the airport by the terminal users / passengers.

The tentative schedule for this project, is as follows:

> October 1, 2022 / Design Contract Executed and Begin Design

Implementation, Accountability, and Communication:

> April 1, 2023 / Complete Final Design / Complete Construction Documents

> June 1, 2023 / Bidding and Construction Contract

> December 1, 2024 / Complete Construction Operations (18-months)

Community Engagement Methods:	As part of the project, will provide routing and approved walk-ways for passengers to access the front of the passenger terminal entrances while the construction is underway. The above project, is via the Iowa Dept of Transportation via the Iowa CAIF Funds project (see attached), with a project total of nearly \$2.2M.
Expenditure Required/Source of Funds:	While there is no "required" match by the City of Waterloo or Airport, Staff has been approved to use some FAA land release funds to provide for an improved paved surface, so Staff plans on a mill and overlay for as much of the northern half of the parking lot and two exit lanes as the budget would allow. For the use of the nearly \$2.2M in Iowa CAIF funds, Airport Sponsors had the option to do one of three project concepts, as follows: 1. Passenger Terminal Construction or Renovation; (not needed for ALO)
Alternative:	2. Parking Garage or Parking Structure Construction: (as requested by Staff) 3. Hangar Construction. (Director's original request, yet the size and type of hangar requested, had an engineer's estimated price tag of approximately \$3.6M - far exceeding the funds available - again at \$2.2M).
Legal Descriptions:	Not Applicable for this request by Staff.



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

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

**AIRLINE TERMINAL PARKING CANOPY STRUCTURES
IDOT PROJECT NO. 9I220ALO400
IDOT CONTRACT NO. CNTRT-00004232
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA**

Project Description - See Attachment

Scope of Services - See Attachment

Compensation

Compensation for services for this project shall be a cost-plus fixed fee not to exceed Two Hundred Forty-Nine Thousand Three Hundred Dollars (\$249,300.00). See attached Exhibit B, Consultant Cost Summary.

General Conditions

Except as specifically amended by this Individual Project Agreement, Services shall be provided in accordance with the Consultant Services Agreement for the Waterloo Regional Airport, entered between AECOM Technical Services, Inc. ("ATS") and the City of Waterloo ("Client") dated February 4, 2020.

APPROVED:
CITY OF WATERLOO, IOWA

APPROVED:
AECOM TECHNICAL SERVICES, INC.

By _____
Quentin M. Hart, Mayor

By  _____
Douglas W. Schindel, P.E.
Associate Vice President

Date _____

Date September 2, 2022



SCOPE OF SERVICES

AIRLINE TERMINAL PARKING CANOPY STRUCTURES

IDOT PROJECT NO. 91220ALO400

IDOT CONTRACT NO. CNTRT-00004232

WATERLOO REGIONAL AIRPORT

WATERLOO, IOWA

I. Project Description

The project is described as the Airline Terminal Parking Lot Covered Canopy Structures associated with the Iowa Department of Transportation Commercial Aviation Infrastructure Project. The project identified in the grant is described as follows:

Project will provide structures located at the primary entrance and exits for the airline terminal parking lot to provide coverage of the parking lot ticket dispensers and pay station exit lanes. Project will also include structure to provide coverage of disabled parking lot spaces and the most highly and frequently used parking spaces in the lot. Structures will have LED under canopy lighting and be designed to support potential future photovoltaic cells.

II. Scope of Services

The work to be performed by AECOM Technical Services (ATS) shall encompass and include detailed work, services, materials, equipment and supplies necessary to provide preliminary design, develop final plans, develop specifications, provide construction cost estimates and provide bidding support.

Design documents will be based on the requirements of the City of Waterloo, Iowa, which references International Building Code 2021 and associated applicable codes.

The work to be performed by ATS includes the following tasks:

1. **Pre-Design Conference.** This initial meeting will include the ALO management and key ATS team members. The purpose will be to review the scope, schedule, communications, deliverables and other pertinent aspects of the project necessary to provide a successful outcome. Meeting minutes will be prepared and delivered to all parties.
2. **Visioning Workshop.** The purpose of this workshop is to define and confirm the team's understanding of the Client's primary goals to cover the entrance to the parking, the exit canopy, and covering as many customer parking spaces as possible within the program amount of the grant. Having the ALO management, community influencers, stakeholders and key ATS design team members involved is critical to provide a successful outcome to this project. The workshop approach will be to review the schematic design developed for the grant proposal and advance the design concepts for the canopies, determine the routing of passenger traffic, sequencing of construction operations and environmental considerations. The workshop will review potential alternatives to determine a satisfactory course of action for stakeholders to endorse the direction for the documentation moving forward. ATS will prepare and distribute an agenda and the minutes of this meeting. The minutes will document the requirements set forth in this workshop and become the 30% design submission for the project.

3. **Data Collection and Review.** This task consists of the collection of existing data applicable to this project and related to the proposed work site. The record drawings of completed projects and existing utility drawings will be compiled as background information for the project.
4. **Field Survey.** This task consists of a field survey to collect the following topographic information to assist in the preparation of the plans for the project:
 - existing survey control network;
 - existing pavement edges, pavement type and pavement joint intersections for PCC pavement;
 - area lights, signs, parking lot revenue control equipment, bollards and buildings;
 - drainage structures and drainage ways;
 - existing utilities based on locates completed by use of the Iowa One Call System;
 - pavement markings;
 - location of proposed pavement cores and soil borings; and
 - other horizontal and vertical data within the survey limits.
5. **Base Mapping and Digital Terrain Model.** This task consists of the preparation of a project base map and digital terrain model prepared from the field survey and record documents of completed projects.
6. **Subsurface Information.** This task consists of field testing, sampling, laboratory analysis and preparation of the geotechnical report detailing recommendations for foundation types and soil material treatment for installation of the canopy structures. This task will be completed by Terracon Consultants.
7. **Preliminary Design.** This task will develop the preliminary site plans showing utilities, grading, pavement marking, concept drawings for the canopy plans and framing details, preliminary electrical power and lighting plans, draft specifications and cost estimates for a 60% design submission.
8. **Final Design.** This task consists of the preparation of the final bid documents for this project, including specifications, drawings and cost estimates. The final plans and/or specifications will be prepared for a City of Waterloo letting.
9. **Final Project Specifications.** This task consists of the preparation of final specifications for the project. The specifications will be in compliance with current City of Waterloo and Iowa Department of Transportation requirements in effect at the time the specifications are prepared.
10. **Estimate of Probable Construction Cost.** This task consists of the preparation of an estimate of construction costs based upon the plans and specifications. This statement of probable construction cost prepared by ATS represents ATS's best judgment as a design professional at the time the estimate is drawn. It is recognized, however, that neither ATS nor the Client has any control over the cost of labor, materials or equipment; over the contractor's method of determining bid prices; or over competitive bidding or market conditions. Accordingly, ATS cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimates prepared by ATS.

11. **Engineer's Design Report.** This task consists of the preparation of an Engineer's Design Report detailing design criteria, assumptions and coordination with Client and utilities.
12. **Airspace Submittal.** This task consists of preparation and submittal of FAA 7460-1 forms electronically through FAA's OEAAA website for temporary construction items, including the contractor's staging area, access routes, work area limits and construction equipment. Air space forms will be submitted for all permanent structures once location and final design elevations have been completed and prior to anticipated construction start.
13. **Construction Phasing and Traffic Control Plan.** This task will develop traffic and pedestrian control plans to minimize impacts to the public during the construction of the new canopy structures.
14. **Quality Review.** This task consists of the quality review of work elements on the project. During this project, quality reviews will be conducted by senior technical personnel not directly involved in the project.
15. **Conferences and Meetings.** This task consists of conferences and meetings that will be attended by ATS for the purpose of coordination with the Client, City of Waterloo and other utilities, information exchange and general understanding of the status and direction of the project. It is anticipated that three (3) on-site field review meetings will be held during design.
16. **Design Administration.** This task consists of office administration and coordination of the project. Interoffice meetings, general day-to-day administrative responsibilities, and typing of interoffice memoranda and minutes of meetings are included in this task. This task includes preparation and submittal of the following:
 - 1) 30% Submittal
 - a. Client. Two hard copies of the 30% Engineer's Design Report containing the final Geotechnical Report and 30% Concept Drawings (at half size) in the appendices.
 - b. ATS. Two hard copies of the 30% Engineer's Design Report containing the final Geotechnical Report and 30% Concept Drawings (at half size) in the appendices.
 - 2) 65% Submittal
 - a. Client. Two sets of half-size plans, two copies of the project manual and two copies of the Engineer's Design Report.
 - b. ATS. Two sets of half-size plans, two copies of the project manual and two copies of the Engineer's Design Report.
 - 3) Final Submittal
 - a. Client. Two copies of written responses to 65% comments and two hard copies of the plans, project manual, project construction cost estimate, project budget and revised Engineer's design report.
 - b. ATS. Two copies of written responses to 65% comments and two hard copies of the plans, project manual, project construction cost estimate, project budget and revised Engineer's design report.

4) Issued for Bid Submittal

- a. Client. Two copies of the plans and project manual.
- b. ATS. Twenty copies of the plans, project manual and proposal forms to be provided to plan rooms and potential contractors and suppliers.

17. **Bid Assistance.** This task consists of assisting the Client in advertising for and receiving bids or quotes, analyzing the bids or quotes received and preparing a recommendation to the Client for award of contract.

18. **Bid Document Interpretation.** This task consists of answering bid document interpretation questions from bidders, preparing and issuing any required addenda.

ASSUMPTIONS AND EXCLUSIONS

- 1. Electronic files of design documents are limited to PDFs of drawings, specifications, geotechnical report and the basis of design. No electronic files of drawings in Revit, AutoCAD or other format are included.
- 2. Sustainable Design: Sustainable concepts will be incorporated into the design, but not captured in the on-line USGBC tool. The project will not be designed to any specific level of LEED. LEED registration and documentation can be provided as an additional service.
- 3. Value Engineering, Energy Modeling or development of Energy Cost Budgets are not included but may be provided as additional services.
- 4. Three-dimensional views of the developing design will be used as a communication tool throughout the design process. Video fly-throughs are not included as part of this proposal but can be provided as an additional service.
- 5. Preparation for and participation in public consultation meetings or any third-party meetings has not been requested and therefore has been excluded. If required, specific services can be added and tailored to meet the need.
- 6. Structure and foundations of canopies will be designed to support future solar panels. The solar panels will not be designed or included in this project.
- 7. Signage and wayfinding requirements will not be part of this project.

CONSTRUCTION-RELATED SERVICES

The scope for construction-related services will be determined at the time the services are needed and defined under a future amendment to this agreement. Construction-related services include construction staking, on-site field review, materials testing and contract administration during construction.

FY 2022 Iowa Commercial Aviation Infrastructure Fund (CAIF)

Waterloo Regional Airport
Waterloo, Iowa

IDOT CONTRACT NO. CNTRT-00004232

Engineering Services

Consultant Cost Summary

I. Direct Labor Cost

<u>Category</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>	
Senior Professional	86	\$96.75	\$8,320.50	
Project Professional	346	\$72.40	\$25,050.40	
Staff Professional	282	\$52.70	\$14,861.40	
Professional	768	\$31.90	\$24,499.20	
CADD Operator II	68	\$37.45	\$2,546.60	
CADD Operator I	164	\$24.00	\$3,936.00	
Senior Technician	44	\$43.60	\$1,918.40	
Technician	44	\$30.35	\$1,335.40	
Project Support	146	\$36.55	\$5,336.30	\$87,804.20
	1948			

II. Payroll Burden and Overhead Costs 128.43% \$112,766.93

III. Direct Project Expenses

<u>Category</u>	<u>Units</u>	<u>Rate/Unit</u>	<u>Amount</u>	
Mileage	5000	0.625	3,125.00	
Per Diem	8	50.00	400.00	
Lodging	8	90.00	720.00	
Air Fare	3	1050.00	3,150.00	
B/W Copies	3,000	0.06	180.00	
Color Copies	1500	0.22	330.00	
Plan Copier	200	0.50	100.00	
EDM Equipment	32	12.50	400.00	
GPS Equipment	8	25.00	200.00	
Miscellaneous, Other			2,000.00	\$10,605.00

IV. AECOM Estimated Actual Costs \$211,176.13
Rounded \$211,200.00

V. Subcontract Expense
Terracon - Geotechnical Investigation \$8,000.00

VI. Estimated Actual Costs \$219,200.00

VII. Fixed Fee (15% of Items I & II) Rounded \$30,100.00

VIII. Maximum Amount Payable \$249,300.00

FY 2022 Iowa Commercial Aviation Infrastructure Fund (CAIF)

Waterloo Regional Airport
Waterloo, Iowa

IDOT CONTRACT NO. CNTRT-00004232

Engineering Services

Staff Hour Estimate

Item No.	Description	Senior Prof	Project Prof	Staff Prof	Prof	CADD Operator II	CADD Operator I	Senior Technician	Technician	Project Support	Totals
1	Pre-Design Conference	4	6	0	0	0	0	0	0	2	12
2	Visioning Workshop	14	96	56	128	0	24	0	0	0	318
3	Data Collection and Review	0	0	4	4	0	8	0	0	0	16
4	Field Survey	0	0	8	4	0	0	44	44	0	100
5	Base Mapping and Digital Terrain Model	0	0	0	24	0	24	0	0	0	48
6	Subsurface Investigation	0	4	2	0	0	0	0	0	0	6
7	Preliminary Design	0	64	64	216	20	20	0	0	24	408
8	Final Design	0	88	64	288	20	60	0	0	4	524
9	Final Project Specifications	0	24	28	12	0	0	0	0	28	92
10	Estimate of Probable Construction Costs	0	0	8	16	0	0	0	0	0	24
11	Engineer's Design Report	0	0	8	0	0	0	0	0	16	24
12	Airspace Submittal	0	0	4	16	0	0	0	0	0	20
13	Construction Phasing and Traffic Control Plan	0	0	8	16	12	12	0	0	0	48
14	Quality Review	16	0	0	0	0	0	0	0	0	16
15	Conferences and Meetings	20	48	16	28	0	0	0	0	24	136
16	Design Administration	32	0	0	0	16	16	0	0	40	104
17	Bid Assistance	0	8	8	12	0	0	0	0	8	36
18	Bid Document Interpretation	0	8	4	4	0	0	0	0	0	16
	Total Design Services	86	346	282	768	68	164	44	44	146	1948



Iowa Commercial Aviation Infrastructure Fund Program Description March 2022

The Iowa Commercial Aviation Infrastructure Fund being administered by the Iowa DOT is offering \$100M through reimbursable grants for aviation infrastructure projects that will support Iowa's economic recovery and growth. The eight public-owned commercial service airports in Iowa as identified in the 2020 Iowa Aviation System Plan are eligible to apply.

Commercial airports may apply for funding based on formula, with 10% split evenly between the eight commercial service airports in Iowa, and the additional amount allocated based on 2019 passenger enplanements. There is no local match requirement, but local funds are encouraged to leverage projects. If any airport chooses not to apply, its allocated total will be redistributed to the other airports using the same program allocation formula. Funding is through the Federal American Rescue Plan- State Fiscal Recovery Funds.

Commercial Airport Formula Distributions (10% split evenly with the rest based on 2019 enplanements)

Airport	10 % of Funds	Enplanements	Percent of Enplanements	90 % - Enplanements	Total
Des Moines	\$1,250,000	1,427,035	63.93%	\$57,533,949	\$58,783,949
Dubuque	\$1,250,000	38,036	1.70%	\$1,533,502	\$2,783,502
Eastern Iowa (Cedar Rapids)	\$1,250,000	672,193	30.11%	\$27,100,890	\$28,350,890
Fort Dodge	\$1,250,000	8,328	0.37%	\$335,761	\$1,585,761
Mason City	\$1,250,000	8,056	0.36%	\$324,795	\$1,574,795
Sioux City	\$1,250,000	47,116	2.11%	\$1,899,582	\$3,149,582
Southeast Iowa (Burlington)	\$1,250,000	8,035	0.36%	\$323,948	\$1,573,948
Waterloo	\$1,250,000	23,503	1.05%	\$947,573	\$2,197,573
Total	\$10,000,000	2,232,302	100.00%	\$90,000,000	\$100,000,000

Program Timeline

Application period: March 16 - May 25, 2022

Informational webinar: March 29, 2022

Reallocation of unused funds (if any- see notes below): May 31, 2022

Funds awarded: June 1, 2022

Funds obligated: No later than December 15, 2023

Reimbursement claims submitted: No later than June 30, 2026

Project Eligibility

Eligible:

- Terminal construction/renovation (includes supporting pavement)
- Parking structure construction
- Hangar construction (includes supporting pavement)

Ineligible:

- Fuel system
- Land or building acquisition
- Air Service Development projects
- Vehicles and equipment
- Planning studies
- General aviation terminals
- Hangar renovations
- Routine building or pavement maintenance
- Parking lots, monument signage, and entrance roads

Program Notes

- Airports must apply for funding through the application process identified for this program. All funding will be administered with reimbursements through a written grant agreement between the Iowa DOT Modal Transportation Bureau and the airport sponsor.
- Applications will be evaluated for consistency with objectives of the Iowa Aviation System Plan.
- New construction projects must be consistent with an airport's existing or revised Airport Layout Plan and must meet airspace requirements.
- All improvements must be on sponsor-owned property and be ultimately owned by sponsor.
- Project applications should include all required elements to complete the project. Eligible components for reimbursement include engineering, site preparation, utilities, building construction, and associated paving.
- Sponsors requesting multiple, unrelated project types (i.e. terminal expansion and hangars) to utilize the entire grant amount should include separate project data sheets and supporting information for each project.
- The Iowa DOT may reopen the application period under new terms if more than 15% of funding availability requires reallocation. The Iowa DOT reserves the right to change program terms at any time.
- If the construction of a project is not completed and final claim is not submitted by the final claim reimbursement date of June 30, 2026, an airport will need to fund completion of the project in another way.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 9/6/2022

ATTACHMENTS:

Description	Type
▣ WHKS Agreement	Backup Material

SUBJECT:

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.

Submitted by: Submitted By: Mohammad Elahi, Traffic Engineer

Recommended Action: Approve Resoolution

Summary Statement: The grants applications will be for installing fiber optic traffic signal interconnect and upgrading to adaptive signal control technology on Ansborough Avenue from Fitzway/Fisher drive to Downing Avenue, and on Broadway Street fro Franklin-Mullan intersection to Hwy-218 ramps (Airport blvd). Both systems will be connected to Waterloo Traffic Control Center.

Expenditure Required/Source of \$24,000 G.O. Bond
Funds:



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Waterloo** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **2022 Iowa Clean Air Attainment Program (ICAAP) Grant Applications**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Traffic Analysis engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Items 1-3 - Lump Sum Fee of \$24,000 including Expenses.

Executed this _____ day of September, 2022

City of Waterloo

By: _____

Printed Name:

Title:

WHKS & CO.

By:  _____

Printed Name: Fouad K. Daoud, PE & SE

Title: President & CEO

Exhibit A to Professional Services Agreement

A. Project Description

The Project consists of a traffic analysis to assist in the application for two projects the Client is applying for ICAAP grant funding in the City of Waterloo. The Project will include updating, revising, and adding narrative to the applications. A subconsultant to WHKS will provide 12-hour traffic counts at the intersections listed in Item 2.

B. Scope of Services Provided Under This Agreement:

1. **Project Management and Meetings**

- ∇ Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- ∇ Hold kick-off meeting with Client to discuss the project and review the scope.
- ∇ Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.

2. **Traffic Analysis**

- ∇ Perform a traffic analysis for each submittal package. The two submittal packages include the following:
 - i. **Ansborough Package**
Intersections to be analyzed:
 - Ansborough Avenue / Downing Street
 - Ansborough Avenue / Blackhawk Street
 - Ansborough Avenue / Home Park Boulevard
 - Ansborough Avenue / US 63 (Sergeant Road)
 - Ansborough Avenue / Martin Road
 - Ansborough Avenue / West 4th Street
 - Ansborough Avenue / West Ridgeway Avenue
 - Ansborough Avenue / San Marnan Drive
 - Ansborough Avenue / Fitzway Drive
 - ii. **Broadway Package**
Intersections to be analyzed:
 - US 218 WB Ramp / Airport Boulevard
 - Broadway Street / Airport Boulevard
 - Broadway Street / US 218 NB Ramp
 - Broadway Street / Wagner Road
 - Broadway Street / Cedar Bend Street
 - Broadway Street / Longfellow Avenue
 - Broadway Street / Burton Avenue
 - Broadway Street / West Parker Street
 - Broadway Street / Conger Street
 - Broadway Street / Park Road

3. ICAAP Grant Submittal Packages

- Update, revise, and add narrative to the applications previously done by the City. This task will also include updating the emission calculations based on the traffic analyses performed under Item 2.

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Attendance at meetings

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Iowa will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay an interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 9/7/2022

ATTACHMENTS:

Description	Type
□ Contract	Backup Material

SUBJECT:

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.

Submitted by: Submitted By: Jason Hernandez, Medical Supervisor

Recommended Action: Approve and recommend the mayor sign said agreement

Summary Statement:

Waterloo Fire Rescue would like to partner with MedAware Solutions, Inc. - Anthem, Inc. to provide Community Paramedicine services to eligible Medicaid plan members in the community. MedAware Solutions, Inc. - Anthem, Inc. would provide financial and logistical support the Community Paramedicine Program along with providing the list of individuals who are eligible for the program. The target of this program is to reduce the use of the emergency room and ambulance services for primary healthcare, reduce readmission rates and improve the health and wellbeing of at-risk patients. This will be accomplished by providing patients with targeted, one-on-one education on their conditions and available resources to manage them properly. This will also add an additional revenue stream to the EMS division of the fire department.

Subcontract No. SC – WFD07151001
MedAware Solutions, Inc. – City of Waterloo, IA d/b/a Waterloo Fire Rescue

MedAware Solutions, Inc. – Anthem, Inc.
Community Paramedicine Program
Iowa Medicaid Market

Date: **July 1, 2022 (the "Effective Date")**

Parties: **MedAware Solutions, Inc. ("MedAware" or "Prime Contractor")**
City of Waterloo, IA d/b/a Waterloo Fire Rescue
425 E. 3rd Street, Waterloo, IA
("CP Provider" or "Subcontractor")

Background

WHEREAS, MedAware is a party to a Master Services Agreement ("MSA") dated September 25, 2018 with Anthem, Inc. ("Anthem"), and to a Statement of Work with Amerigroup Iowa, Inc. ("Local Plan") dated July 1, 2022 (the "SOW"), as amended and extended, for a program (the "Program") to develop an emergent care diversion strategy, based on the use of Mobile Integrated Healthcare Providers, specifically Community Paramedics ("CP Providers") to deliver education, and paramedic services to targeted Local Plan Medicaid Members ("Eligible Members"), with the goal of improved management of conditions, education for the Eligible Member on effective self-management, and reduction of use of emergency room and ambulance services for primary care; and

WHEREAS, CP Provider is a provider of paramedic and mobile integrated community health services ("MIH Services") licensed in the State of Iowa; and

WHEREAS, MedAware desires to engage CP Provider as a subcontractor to provide MIH Services under the Program according to the terms and conditions set forth herein and in the MSA and the SOW.

NOW THEREFORE, in consideration of the mutual benefits to be derived therefrom, and the mutual promises set forth herein, the Parties agree to enter into this Subcontract Agreement as follows:

1. Subcontract Subject to MSA and SOW. This Subcontract Agreement between MedAware and CP Provider will be subject to certain of the terms of the MSA and any SOW attached thereto, as set forth in more detail herein. CP Provider will be a subcontractor to MedAware with respect to the provision of MIH Services under the MSA and the SOW, as set forth in more detail below. CP Provider will be subject to and bound by the MSA terms expressly incorporated and set out herein, including but not limited to Dispute Resolution, Binding Arbitration, Confidentiality, Protection of PHI, Insurance Coverage, and Indemnification.

2. Responsibility for Patient Care. At all times, as between MedAware and CP Provider, CP Provider shall be responsible for and liable for all clinical care and patient treatment determinations for Eligible Members who receive the MIH Services provided by CP Provider. MedAware shall not be responsible for any clinical care, medical advice, or patient treatment provided to any Eligible Member at any time. CP Provider will indemnify MedAware and Anthem as to the care provided to Eligible Members by CP Provider, as set out more fully herein.

3. Definitions / Program Operation. CP Provider agrees to provide the MIH Services under the Program in accordance with the following Definitions and Program Operation matrix:

	Definitions
Eligible Member	Individuals within Iowa covered by the Local Plan who have been identified to the Supplier as eligible for the Program.
Enrolled Member	An Eligible Member that has agreed to participate in the Program and has participated in at least one home visit by a CP Provider.
Dis-enrolled Member	An Enrolled Member that has stopped agreeing to Home Visits (defined below) by the CP Provider, despite attempts to engage, or whom the CP Provider can no longer validate progress on the Member Care Plan (defined below).
Member Information	Personal information about an Eligible Member or Enrolled Member, including name, address, medical condition(s) and medical history, provided by Anthem to MedAware. Member Information includes, but is not limited to, the following types of information or data: • Administrative Data (e.g., claims and enrollment records, individual service use, service type, episodes, etc.) • Risk stratification score (based on Anthem methodologies) • In-patient, outpatient, professional pharmacy, costs, • Number of ER visits • Number of Ambulance trips Anthem Member Information may contain Protected Health Information ("PHI") and will be protected under the terms of a Business Associates Agreement ("BAA").
mViva® Care Coordination Platform ("mViva®")	MedAware's proprietary software application and Care Coordination Platform that provides secure, real-time exchange of patient-centric information via mobile devices for health and telemedicine networking and clinical collaboration.
Paramedic	A paramedic is a medical professional who is trained and authorized to provide emergency treatment.
Community Paramedicine	Community paramedicine (CP) is an evolving model of community -based health care in which paramedics function in an expanded scope in ways that facilitate more appropriate use of emergency care resources and/or enhance access to primary care for medically underserved. CP Provider will ensure that all personnel used in this Program are state certified and in good professional standing. All paramedics will be supervised by the Medical Director for CP Provider.
Member Care Plan ("MCP")	A MCP will be completed based upon the initial home visit and shared with an Enrolled Member's Primary Care Provider ("PCP") and/or the supervising Emergency Medical Services ("EMS") medical director to ensure the focus of

	care meets the needs of the Enrolled Member. Subsequent visits will be cadenced in accordance with the MCP and defined needs/opportunities outlined and discussed with the Enrolled Member. The MCP will outline the goals for managing the Enrolled Member's medical needs, including the number of Home Visits (defined below) to be conducted per week and the anticipated number of total visits needed to reach objectives. MedAware uses mViva®, a proprietary software application and Care Coordination Platform that provides secure, real-time exchange of patient-centric information via mobile devices. MCPs and PHI data will be stored securely on this platform tool. Such data will be shared with Anthem pursuant to certain reports as set out in the SOW.
Home Visits	Home Visits will be scheduled based on the needs/goals outlined in the MCP, and at the convenience of the Eligible Member. Typically, a Home Visit will occur minimally once every two weeks, and at most three times per week, and will typically have a duration of sixty (60) minutes or less. Enrolled Members with more complex needs may receive visits of greater duration as indicated in the MCP. During a home visit, a CP Provider will conduct various activities within their approved scope of practice, which may include (but is not limited to): • Vital sign measurement • Physical exam • Diagnostic testing, such as EKG, End tidal CO₂ (ETCO₂) and Pulse oximetry • Medication review, reconciliation and education • Hospital discharge follow up care • Wound care assessment & treatment • Weight assessment (monitor/discuss fluid restrictions if applicable) • Home safety checks (i.e., falls mitigation/avoidance) • Immunizations • Aid in locating appropriate community-based resources • Collaboration with a PCP or other healthcare team member to ensure compliance in a specific focus area

	Program Operation
CP Provider Certified under License of Chief Medical Officer	• CP Providers will maintain required certification to provide Mobile Integrated Health/Community Paramedic services under the license of their Medical Director(s) and Ambulance Service or have such other similar certification as may be required by applicable state or federal law.
Provision of Member Information	• Anthem will provide MedAware with Member Information for Eligible Members via a SFTP file, and in compliance with Anthem's information security standards and the MSA.

	• MedAware will analyze and categorize the Member Information and conduct initial outreach to document Eligible Member consent and enrollment into the Program. • Upon receipt of Eligible Member consent, MedAware will provide the minimum needed Eligible Member Information to the appropriate CP Provider within each applicable defined geographic area to conduct outreach as indicated and/or provide services for members already enrolled. • CP Provider shall have the right to decline to provide in-person services in certain extenuating circumstances, such as when the meeting environment is felt to be unsafe for the CP Provider's representative. The criteria for declining to perform an in-person visit will be shared with MedAware and the joint operating committee and be subject to approval by the Local Plan clinical representatives. In the event an Eligible Member is not seen because the criteria for declining are met, the specific circumstances are to be promptly shared with MedAware and the Local Plan for review. The Local Plan shall also have the right to unilaterally remove Members from the Program. In such cases, the Local Plan will inform the MedAware, MedAware will document this removal and notify the CP Provider, and all outreach to the Member from MedAware and/or CP Provider will cease, except for the coordination with Local Plan care managers to transition management to internal owners.
CP Provider Services Contacting & Enrolling Anthem Members	• CP Provider shall indicate the number of Enrolled Members that their program can safely accommodate at any given time and may adjust that number as operational resources allow. • CP Provider will contact the Enrolled Members to set up the initial Home Visit and enroll them into its systems and be responsible for all administrative, operational, and logistical procedures necessary to provide in-home and remote MIH care to the Enrolled Members. • CP Provider will comply with all applicable telemarketing laws and regulations including, without limitation, the Telephone Consumer Protection Act (47 USC 227), and the rules, regulations and guidance promulgated thereunder issued by the Federal Communications Commission (47 CFR Parts 64 and 68); the Telemarketing and Consumer Fraud and Abuse Prevention Act (15 USC 6101-8) as implemented by the Telemarketing Sales Rule issued by the Federal Trade Commission (16 CFR Part 310); and all state laws, rules, regulations and (for Medicaid if and when applicable) state contract provisions that apply to outbound health related telephone contact, including without limitation text or SMS messages sent to wireless numbers, and outbound telemarketing telephone contact, including text or SMS messages sent to landline or wireless numbers with Covered Individuals, potential members, and providers. • CP Provider will also be subject to Anthem's Vendor Guidelines for TCPA Compliance (the "Guidelines"), which MedAware will provide to CP Provider in writing (email is acceptable). The Guidelines are designed to ensure that CP Provider's outbound telephone contacts with Covered Individuals or potential members, including text or SMS messages, comply with the law and also meet Anthem's quality standards. To the

	extent the Guidelines conflicts with terms of this agreement, the Guidelines shall govern. • CP Provider shall comply with the Guidelines existing as of the start of the Program and shall take all necessary steps to remain compliant with the Guidelines as they are amended and revised from time to time. • CP Provider shall not use any third-party look-up services as part of delivery of its Services. • Anthem will be notified promptly of any invalid member telephone numbers discovered during this telecommunications process.
CP Provider Services Use of Member Care Plan (MCP) (Developed with PCP or EMS Medical Director)	• The CP Provider will conduct an initial Home Visit and agreed upon services and develop and document a MCP to establish and to achieve specific health objectives. • The CP provider will communicate effectively with MedAware and the Eligible Member's Primary Care Physician to bring awareness to the services being provided and elicit feedback/input toward the improvement of Eligible Member health outcomes. • CP providers will upload the MCP into the mViva® on a timely basis. This will allow MedAware to monitor Home Visit schedules, outcome metrics, and progression of care towards the objectives of the care plan and share this information appropriately. • CP Provider will use mViva® to document all Eligible Member communication and interactions for every visit, including: • On-scene arrival time • Current set of vital signs • Overview of the visit • When the next visit is scheduled • Time of Departure from scene • Designated Anthem business leaders and Local Plan points of contact will also have access to allow for data mining and oversight of overall Eligible Member care, experience, and Program performance. • All Eligible Member visits, including an initial and subsequent visit, conducted in person or virtually, will be capped at the Maximum Funding Limit as described in Section 10.2.1 of the SOW. • The CP Provider will communicate effectively with the designated Local Plan point of contact regarding unique or urgent Eligible Member needs and collaboration with internal resources and programs.
Initial Home Visit and Assessment	Every Eligible Member enrolled into this program will receive a full assessment. This will include: physical assessment, diagnostic testing, medical history overview, medication reconciliation, and pharmacological overview, Home Safety inspection, and education as related to their condition, and diagnosis, medications, and program overview. Initial Home Assessments will be determined by the EMS Medical Director. Anthem and/or MedAware will have no input into the initial home assessment.

Clinical Activities	The CP Provider will work with each Eligible Member to improve the Eligible Member's health and educate them on community resources. Topics of education may include (but not be limited to): • Specific education related to the Eligible Member's medical conditions • Medication reconciliation • Medication indications and side effects • The importance of primary care, including assistance with making primary care appointments • Community resources available to the Eligible Member, including food assistance resources, rent assistance resources, transportation resources, etc. • Appropriate utilization of health resources (when to call 911, when to use urgent care, when to visit the ER, when to call a nurse line, etc.) • Nutrition information specific to the Eligible Member's medical conditions • Family dynamics • Substance abuse counseling and connections to resources (tobacco, alcohol, drugs) • Family planning services • Behavior health resources • Additionally, Anthem or MedAware or the Local Plan may provide information related to a particular program offered by the Local Plan; in those instances, the CP Provider will assist the Eligible Member in connecting to the Local Plan and/or appropriate resource recommendations. Examples may include a warm transfer to a case or disease management representative while the CP Provider is on site; collection of additional environmental or needs information gathered in conversation with the Eligible Member; or collaboration with other Anthem-directed resources to facilitate an Eligible Member's access to appropriate local assistance.
Monitoring Program	• An Eligible Member will be given the opportunity to participate in the Monitoring Program during the initial Home Visit. During this visit, plan/sequences of Home Visits will be proposed to meet certain objectives and assuming an Eligible Member agrees at that time, they will continue. If for any reason the Eligible Member does not agree to a future visit, the Eligible Member will be disenrolled from the Program. • An Eligible or Enrolled Member may decline to continue participation for any reason at any time, and this will be documented by the CP Provider in mViva® and will be reflected in the monthly reporting to Company by the Supplier. • An Enrolled Member will have the opportunity to agree to ongoing monitoring once their initial objectives in the MCP have been met. This service intends to ensure the Enrolled Member maintains healthy

	behaviors that will reduce the likelihood of exacerbations. After an Enrolled Member has met established/documented goals in their plan, they will have an opportunity to receive ongoing check-ins (the "Monthly Monitoring Program") to ensure there has not been decline in the Enrolled Member's health or development of new problems. An Enrolled Member may agree or discontinue this at any time. • Documentation of services and communication with the Enrolled Member's PCP and the Local Plan will continue through this period of monitoring as established in the initial phase of the program.
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4. CP Provider Qualifications and Responsibilities. CP Provider agrees that at all times its participation and the Program shall be subject to it meeting the following qualifications and accepting the following responsibilities.

	CP Provider Qualifications and Responsibilities
CP Provider Qualifications	• CP Provider will ensure that at all times it has an adequate level of qualified personnel to meet the need of the Program, and will promptly notify MedAware of any changes that may impact its ability to offer the services in a specific geographic area. • CP Provider shall ensure that all of its personnel providing services to Eligible Members are appropriately trained and authorized to provide in home services in accordance with this Agreement and the SOW, based on applicable state and federal requirements and the established scope of practice. • CP Provider shall ensure that each of its personnel providing services to Eligible Members are duly licensed, certified or registered as required under the applicable standards of professional ethics and practice, and shall maintain all such licenses, certifications, and/or registrations in good standing at all times. • MedAware and CP Provider shall have a process in place to screen CP Providers' personnel on a monthly basis to ensure that such employees are not excluded from participation in the Medicare or Medicaid programs. • CP Provider shall notify MedAware within three (3) business days following CP Provider's receipt of any notice of any restrictions upon, including, but not limited to any suspension or loss of, any such licensure, certification, or of learning that CP Provider or its employee has been excluded from the Medicare or Medicaid program. • CP Provider shall submit to MedAware evidence of CP Provider's satisfaction of the requirements set forth in this Section upon MedAware's request.
CP Provider Responsibilities	• CP Provider shall obtain and maintain accreditation from the appropriate nationally recognized accrediting body for such provider, as and to the extent required by applicable law, registration, or accreditation; Abide by the federal Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, and all other applicable statutes, regulations and orders (including, without limitation, Executive Orders 11246 and 11375, "Equal

	Employment Opportunities”) as amended, and any and all successor statutes, regulations and related orders. CP Provider shall not exclude any Eligible Member from participation in any aid, care, service or other benefit, or deny any Eligible Member such services on grounds of race, color, national origin, sex, age, disability, political beliefs, health or mental health history, physical or mental condition, need for health care services, marital status, sexual orientation, gender identity or religion. CP Provider shall not subject any Eligible Member to discrimination due to such Eligible Member’s status as a Medicaid beneficiary. • CP Provider adhere to all applicable MSA and SOW requirements when conducting outreach to Eligible Members; such requirements include, but are not limited to, adherence to Anthem’s data and TCPA policies, collection of any applicable BAA or other agreements for the legal exchange of Eligible Member PHI, and all other applicable state and federal laws. • Anthem has the right, directly or through MedAware, to exclude any CP Provider from continued provision of services to Eligible Members. • CP Provider shall be bound by any and all of the obligations, covenants, terms and conditions of this Agreement, the MSA, and the SOW applicable to CP Providers including but not limited to Exhibit A (the “Business Associates Agreement”), Exhibit C (the “Medicaid Exhibit”), and Exhibit F (“Required Information Security Controls”).
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5. Reporting. CP Provider will be required to provide regular reports to MedAware at specified intervals. Criteria for additional or different data points, intervals or metrics may be beneficial to Program monitoring and MedAware and CP Provider will work with the joint operating committee in good faith to adjust as necessary. Failure to provide required reporting as agreed on a timely, consistent, or accurate basis will be considered violation of this agreement.

	Reporting
Reporting	• <u>Outreach & Engagement Report</u> (monthly): Key data points on all Eligible Members will be organized and denoted to reflect the following (but not limited to): • # Could not reach – wrong/missing contact info • # Could not reach – no response from Eligible Member • # Patients reached – opted out of Program, and reasons for declining if provided • # Patients reached – visit scheduled • <u>Activity Report</u> (monthly): Total number of services provided at member level (for each Eligible Member, which services were performed) • <u>Member Status Report</u> (monthly): Status of all Members in Program. Categories include (but are not limited to): • Active Members (received at least one service in the reporting month)

	• Inactive Member (received at least one service in prior month, but no services this month) • Discontinued Member (received at least one service in prior month, but no services for three months in a row, despite attempt to contact) • Graduated Member (member has completed MCP objectives) • Members in Monitoring (length of time in monitoring, key observations noted)
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6. Program Evaluation and Review. CP Provider agrees to cooperate with MedAware, and Anthem as needed to establish, evaluate, and review the following Outcome Metrics in connection with its provision of the MIH Services hereunder:

Program Evaluation and Review	
Outcome Metrics	• MedAware and Anthem will establish initial mutually agreed-upon Outcome Metrics to evaluate the success of the Program, and to assess potential modifications to the Program. These Outcome Metrics will be regularly reviewed and may be modified by the joint operating committee. • As appropriate, MedAware and Anthem may include input from CP Providers to aid in establishing appropriate Outcome Metrics – both initially and on an ongoing basis. CP providers will be responsible for meeting program outcome metrics as established. • Once established, outcome metrics shall be reported to MedAware in a monthly report due no later than the 10th day of the next month (e.g., February metrics are due by March 10). The monthly report template will be provided by MedAware.
MedAware – CP Provider Evaluation	• MedAware Solutions will monitor patient threads through mViva® for numbers of home visits, patient success metrics, and outcome data. • CP Providers will assist MedAware in conducting patient satisfaction surveys and report on Outcome Metrics to their MedAware Project manager or representative • MedAware and CP Providers will meet regularly (in person or via teleconference call) as needed, but no less frequently than monthly, to evaluate Outcome Metrics and ongoing program success.

7. Member Outreach. CP Provider and MedAware will partner to design and execute an outreach strategy to promote awareness of the program to Eligible Members.

Member Outreach	
Member Outreach	• CP Provider will support MedAware and may assist with secondary outreach to Eligible Members. • Potential strategies include but are not limited to mail and email notification; text messages; telephonic outreach; notifications to

	aligned providers; and attempted in person contact with appropriate leave behind materials. • All scripts/materials for each of these activities will be pre-approved by Anthem and state regulatory bodies and will be provided to CP Provider by MedAware. • CP Provider is responsible for compliance with all TCPA outbound calling and texting requirements applicable to any activities they conduct as part of this program. • Eligible Members contacted will have an opportunity to schedule an initial in-person visit with a CP Provider in their area, and to agree to or decline ongoing program participation.
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8. Key Deliverables. In conjunction with the provision of services and reporting obligations set forth above, CP shall provide the following Key Deliverables. Failure to comply with key deliverables on a timely, consistent, or accurate basis will be considered a violation of this agreement.

Key Deliverable	Description
Scheduling communication for Initial Visit	Initial communication for scheduling an initial visit should be made by CP Provider within twenty-four (24) hours of confirmed Eligible Member interest.
Initial in-home visit	An initial in-home visit will be offered to occur within five (5) calendar days of contact with the Eligible Member, based on their preference and availability. Preferences for a visit outside this window, or any need to reschedule, must be documented appropriately. The initial visit will be in person unless circumstances require a remote format and are duly documented.
Documentation of Initial Assessment and Member Care Plans	An initial assessment and corresponding MCP of the Eligible Member will be documented and uploaded into the mViva® platform for review within one (1) calendar day of the initial in-home visit.
Number of Visits as per MCP	The number of Eligible Member visits are in accordance with developed MCP in each month services are provided. Changes to the frequency of visits for any reason will be appropriately documented.
Documentation of Objectives and Status in MCP	Clear health objectives and progress toward stabilization of health will be documented in the MCP. If objectives are quickly achieved, change significantly, or PCP feedback dictates a new plan, the initial MCP will be closed and denoted as complete or unachievable based on a change in the Eligible Member's health status. Where an Eligible Member has more than one MCP due to changing or unachievable objectives, maximum thresholds of spending per Eligible Member will still apply. Requests to exceed maximum spending threshold for any Eligible Member must be approved in advance by the Local Plan medical director.

Documentation of Communication with Provider	All communication and feedback from aligned providers will be captured in mViva® and appropriately reflected in MCPs.
Monthly Monitoring Program	An Eligible Member's consent to monthly monitoring will be documented and ongoing observations and PCP communication to support interactions will be noted.

9. Pricing / Fee Structure. MedAware will pay CP Provider for its provision of the MIH Services hereunder according to following Fee Structure:

	<u>Pricing/Fee Structure</u>
Initial in-Home Visit and Assessment	Every Anthem Member will receive an initial in-home visit assessment. This visit will be scheduled for 60 minutes. MedAware will pay CP Provider \$100 for the initial in-home assessment (defined above)
In-Home Visits	For each in-home visit made to an Anthem Member by CP Provider, MedAware will pay CP Provider \$90 . All In-Home visits will require minimum data points recorded and reported to MedAware via the mViva Patient Care Coordination platform during each visit.
Billing – Invoicing	- CP Provider will provide MedAware a monthly report of all Anthem Members with whom it has conducted in-home visits or telemedicine interactions or any other MIH Services under the Program. - MedAware Solutions will verify that CP Provider in fact conducted the home visit via the documentation in the mViva® Care coordination platform. CP providers will be required to post in mViva when they arrive for the home visit, and when they leave the home visit. This will allow MedAware representatives to keep track of the home visit for billing to Anthem. - CP Provider shall provide MedAware with ACH Payment Processing information in connection with each monthly invoice. - MedAware will invoice Anthem on a monthly basis based on CP Provider's monthly report of MIH Services provided to Anthem Members. MedAware will pay CP Provider within Fifteen (15) days of receipt of payment from Anthem for all services provided to Anthem Members by CP Provider.

10. Miscellaneous.

	<u>Miscellaneous</u>
Software License and Training	MedAware will provide the necessary licenses to use its mViva® software application and Care Coordination Platform to CP Provider free of charge for so long as CP Provider continues in the Program. MedAware will also provide necessary training to CP Provider in order to use the mViva® software application and Care Coordination Platform.

Protected Health Information	The Parties will work closely together to ensure that all Protected Health Information ("PHI") belonging to Eligible Members is properly protected at all times and will execute such agreements (including but not limited to Business Associates Agreements) necessary to ensure continued protection of such PHI. For purposes of this Subcontract Agreement, "Protected Health Information" or "PHI" shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. § 160.103, limited to the information created or received by CP Provider from or on behalf of Anthem.
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11. Applicable Terms and Conditions from MSA. CP Provider acknowledges and agrees that its obligations under this Subcontract Agreement are subject to certain of the terms of the MSA and any SOW attached thereto which also apply to MedAware and which govern all aspects of the Program. MedAware will provide CP Provider with a copy of the MSA and any applicable SOW upon request, and from time to time may provide CP Provider with additional updates to the MSA and/or SOW as necessary. Without limiting the foregoing, CP Provider acknowledges that it is bound by the MSA terms set forth on **Exhibit A** attached hereto and the Required Information Security Controls set forth on **Exhibit F** to the MSA and attached hereto.

12. Term and Termination. The Term of this Subcontract Agreement shall be co-terminus with the SOW dated July 1, 2022 (and any subsequent SOWs) as follows:

- a. Initial Term; Extension.** Pursuant to the SOW, the Term of this Subcontract Agreement shall commence on the Effective Date of this Agreement and run until December 31, 2023, unless Anthem, in its discretion, extends the term of the SOW beyond December 31, 2023. In the event MedAware and Anthem renew or further extend the term of the Program or enter into one or more new SOWs to continue the Program beyond the term of the SOW, the Term of this Subcontract Agreement shall automatically be extended to be co-terminus with any such extension.
- b. Termination for Convenience (by Anthem/MedAware).** Notwithstanding the foregoing, Anthem has the right to terminate the SOW (and any extensions thereof) for convenience by providing MedAware ninety (90) days' written notice of termination. In the event Anthem exercises this right to terminate for convenience, MedAware shall have the right to similarly terminate this Subcontract Agreement by giving CP Provider ninety (90) days' written notice to terminate. In the event of such a termination for convenience, CP Provider will work with MedAware and Anthem as needed to partner on transition of care activities to reduce or eliminate abrasion for Anthem Members and providers, and to ensure continuity of care.
- c. Termination for Convenience (by CP Provider).** CP provider shall have the right to similarly terminate this Subcontract Agreement by giving MedAware ninety (90) days' written notice to terminate.
- d. Termination for Breach.** Either party may terminate this Subcontract Agreement in the event of a breach by the other Party, by giving the breaching party thirty (30) days' written notice of such breach and the opportunity to cure. In the event that MedAware's breach is caused by a breach of the MSA or SOW by Anthem, CP Provider's right to terminate this Subcontract Agreement will also be subject to the Dispute Resolution Procedures set forth on Exhibit A, Section 16 attached hereto.

13. Governing Law. This Subcontract Agreement shall be governed by the laws of the State of Iowa without regard to its Choice of Laws principles, subject to the Dispute Resolution procedures set forth in Section 29 and on Exhibit A.

14. Assignment. CP Provider may not assign its rights or obligations under the Agreement to any third party without the prior written consent of MedAware. MedAware may assign this Agreement to any Affiliate or in the case of a merger or acquisition of all or substantially all of Anthem's assets. The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

15. Trademarks and Branding/No Publicity. Except as may be explicitly set forth in this Agreement, neither Party shall use the name, logo, service marks, domain names, symbols or any other name or mark of the other Party or the other Party's Affiliates, without the prior written consent of the other Party. Without limiting the foregoing, except as may be required by applicable law or legal process, neither Party shall at any time either during the Term or at any time after any expiration or termination of this Agreement: (i) disclose in advertising campaigns, public relation campaigns or otherwise publicize or disclose the existence of this Agreement, or any terms or conditions of this Agreement, or Anthem's or its Affiliates' status as a customer of CP Provider (provided that each Party may disclose the existence of this Agreement when responding to a request for proposal or request for information) or (ii) provide a hyperlink from any Internet site that it maintains to any Internet site maintained by the other Party or any of the other Party's Affiliate. CP Provider shall not extract any information or other data from any Internet site maintained by Anthem or any Anthem Affiliate, including framing and deep linking, without the express written consent of Anthem. In addition, CP Provider has no license to use the Blue Cross and/or Blue Shield names, symbols, or derivative marks (the "Brands") and nothing in the Agreement shall be deemed to grant a license to CP Provider to use the Brands. Any references to the Brands made by CP Provider in its own materials are subject to review and approval by Anthem.

16. Modification; Waiver. No modification to the Agreement shall be valid unless in writing and signed by each Party. No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights.

17. No Gratuities or Kickbacks. Anthem or MedAware may, by written notice to CP Provider, terminate the Agreement, any SOW, and some or all rights of CP Provider hereunder, if Anthem or MedAware has a reasonable cause to believe that gratuities (in the form of entertainment, gifts or otherwise that are of inappropriate value and/or not in accordance with Anthem's policies in excess of that which is reasonable and customary in Anthem's industry, or which would not be considered in good taste if publicly scrutinized) were offered or given by CP Provider, or any employee, subcontractor, agent or representative of CP Provider, to an officer or employee of Anthem or any Anthem Affiliate in a position to secure or influence the awarding or amendment of the entire Agreement or, of any SOW or any determination with respect to CP Provider's performance hereunder, or any decision or action favorable to CP Provider.

18. Force Majeure.

- a. **General.** A delay by a Party in the performance of its obligations under this Agreement shall not be deemed a default of this Agreement to the extent that such delay is attributable to a Force Majeure Event and could not have been prevented or minimized by the non-performing Party by means of the exercise of reasonable precautions, or cannot reasonably be circumvented by the non-performing Party in a commercially reasonable manner, including through the use of alternate sources or work-around plans.

b. Right to Terminate. If a Force Majeure Event prevents, hinders or delays a Party's ability to perform for more than ten (10) days and materially and adversely affects the other Party, then in such event the other Party may, in its reasonable discretion, choose to terminate the applicable Statement of Work upon written notice.

c. Force Majeure Event. The term "Force Majeure Event" shall mean a fire, flood, earthquake, terrorism, pandemic or similar act beyond the reasonable control of a Party. A strike, lockout or similar labor dispute by CP Provider personnel shall be deemed to be within CP Provider's reasonable control. In addition, if CP Provider reasonably believes that an act of war, riot, civil disorder, or rebellion is likely, either Party may request that certain changes to the Services be proposed in light of such Force Majeure Event. Unless otherwise mutually agreed by the Parties, if MedAware and Anthem agree to changes initiated by CP Provider due to an act of war, riot, civil disorder, or rebellion, CP Provider shall bear all costs and expenses to perform and implement the changes. If MedAware and Anthem do not agree to so change the Services, or if the event of war, riot, civil disorder, or rebellion occurs, such event shall be deemed to be a Force Majeure Event.

d. Allocation of Resources. If a Force Majeure Event causes CP Provider to allocate limited resources between or among CP Provider's customers, and if the Services are disrupted by such Force Majeure Event, CP Provider shall not treat any other customer better than Anthem Members. If a Force Majeure Event causes CP Provider to allocate limited resources between or among CP Provider's customers, and if the Services are not disrupted by such Force Majeure Event, CP Provider shall not reduce process capacity or performance below the level of the process capacity and performance immediately prior to the Force Majeure Event. In addition, CP Provider shall not redeploy or reassign any key personnel to another CP Provider account in the event of a Force Majeure Event without MedAware and Anthem's prior written consent.

19. Severability. If any provision of the Agreement is held to be invalid, illegal or unenforceable in any respect under Applicable Law, such provision shall be excluded from the Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

20. Relationship of Parties. The Parties intend to be, are, and shall at all times be independent contractors with respect to this Agreement and all performance under this Agreement. Under no circumstances shall CP Provider, any CP Provider personnel, or any other of CP Provider's employees, subcontractors, agents, or representatives be considered to be employees or agents of MedAware or Anthem or any of MedAware or Anthem's Affiliates, or be entitled to participate in any of MedAware's or Anthem's or their Affiliates' employee benefit programs including workers compensation and disability insurance, group health, dental and vision insurance, unemployment insurance, retirement plans, or stock-based benefits or plans. Neither Party is an agent, partner or employee of the other Party, or its Affiliates, and neither Party has any right or any other authority to enter into any agreements or undertaking in the name of or for the account of the other Party or to create or assume any obligations of any kind, express or implied, on behalf of the other Party nor will the act or omissions of either create any liability for the other Party. No form of joint employer, joint venture, partnership, or similar relationship between the Parties, or between either Party and any Affiliate of the other Party, is intended or hereby created. This Agreement shall in no way constitute or give rise to a partnership or joint venture between the Parties. In no way shall Anthem be construed to be a provider of health services or responsible for the provision of such health services.

21. Titles and Subtitles. The titles and subtitles used in the Agreement are used for convenience only and are not to be considered in construing or interpreting the Agreement.

22. Counterparts. The Agreement and any Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

23. Electronic Signatures. The Parties agree electronic signatures may be utilized for execution of this Agreement and any attachments hereto, including but not limited to, Statements of Work. The Parties acknowledge and agree that (i) the issuance of an electronic signature shall be valid and enforceable as to the signing Party to the same extent as an inked original signature; and (ii) these documents shall constitute "original" documents when printed from electronic files and records established and maintained by either Party in the normal course of business.

24. Deficit Reduction Act Notification to CP Provider. Section 6032 of the Deficit Reduction Act of 2005 ("DRA") and state laws enacted pursuant to the DRA require certain entities such as Anthem to establish policies and procedures to help the entity, and its contractors and agents, detect and prevent fraud, waste and abuse relating to services provided for certain government funded programs, including Medicaid. The DRA and state laws also require certain entities to make their suppliers aware: (a) of the provisions of the False Claims Act and similar state statutes prohibiting anyone from knowingly submitting or causing another person or entity to submit false claims for payment of government funds; and (b) that any person in violation is potentially liable for three times the damages or loss to the government plus substantial civil penalties (currently \$5,500 to \$11,000). In addition, the False Statements Act prohibits anyone from making false statements or withholding material information in connection with the delivery of services to, or payments from, the government. Violations of these acts can also result in criminal convictions and imprisonment of up to five (5) years. As part of Anthem's policies designed to prevent fraud, waste and abuse, Anthem does not retaliate against personnel who report violations (or suspected violations) of state or federal False Claims Acts.

25. Covenant Not to Trade on Insider Knowledge. CP Provider acknowledges that Anthem, Inc. is a publicly traded corporation. CP Provider agrees that it will not purchase or sell any stock of Anthem based on Anthem Confidential Information. CP Provider further agrees that, if it discloses Anthem Confidential Information to any other person or entity in accordance with this Agreement, it will advise that other person or entity of the duty not to trade based on Anthem Confidential Information.

26. Cumulative Remedies. Except as otherwise expressly provided in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity or otherwise.

27. No Third-Party Beneficiaries. This Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than MedAware, Anthem, their Affiliates and assignees, or CP Provider; provided that if either Party's Affiliates' has a cause of action under this Agreement against the other Party, such action must be initiated by a Party to this Agreement against the other Party, and not against such Party's Affiliates directly.

28. Entire Agreement. This Agreement (and any exhibits attached hereto) sets forth the entire agreement of the Parties with respect to the subject matter thereof, and supersedes any and all prior proposals, agreements, understandings, and contemporaneous discussions, whether oral or written, between the Parties with respect to the subject matter of this Subcontract Agreement.

29. Dispute Resolution. MedAware and CP Provider agree that any dispute between them arising out of this Agreement which cannot be settled by mutual agreement shall be submitted to final and binding arbitration in Iowa under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), including disputes concerning the scope, validity or applicability of this agreement to arbitrate. Any demand for arbitration must be made within one (1) year of the date when the facts underlying the claim were discovered or should have been discovered or the claim will be deemed

waived. The Parties shall select a single arbitrator by agreement within 30 days of the filing of a demand for arbitration. If the Parties are unable to agree on the selection of an arbitrator within the time period, AAA shall select an independent arbitrator. Each Party shall assume its own costs related to the arbitration except that the costs imposed by the AAA shall be shared equally.

IN WITNESS WHEREOF, the undersigned have read, understood and executed this Subcontract Agreement and agree to be bound by its provisions as of the Effective Date.

<u>MedAware Solutions, Inc.</u>	<u>City of Waterloo, IA d/b/a Waterloo Fire Rescue</u>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

MSA Provisions Incorporated into Subcontract Agreement

10. CONFIDENTIALITY.

10.1 HIPAA, Medicare, FEP, Medicaid. The provisions set forth in this Section 10 are in addition to and not in lieu of any confidentiality, privacy, security and other requirements imposed on CP Provider in the Exhibits that form part of this Agreement. Notwithstanding anything to the contrary, in the event a BAA is not included with this Agreement or otherwise in place between the Parties, and CP Provider is engaged for services that include the potential for access to PHI, CP Provider must enter into a BAA acceptable to Anthem prior to performing such services. In the event the BAA is not signed by CP Provider, Anthem may withhold payment for such services and/or suspend or terminate such services without penalty or termination fees.

Commented [JH1]: who needs to draw this up?

Commented [PWSIII2R1]: MedAware will provide a BAA

10.2 Confidential Information.

10.2.1 During the Term, a Party (the "Receiving Party") may be exposed to or acquire information regarding the business, projects, operations, finances, activities, affairs, research, development, products, technology, technology architecture, business models, business plans, business processes, marketing and sales plans, customers, finances, personnel data, health plan rating and reimbursement formulas, computer hardware and software, computer systems and programs, processing techniques and generated outputs, intellectual property, procurement processes or strategies or suppliers of the other Party or their respective directors, officers, employees, agents or clients (collectively, the "Disclosing Party"), including, without limitation, any idea, proposal, plan, procedure, technique, formula, technology, or method of operation (collectively, "**Confidential Information**"). With respect to Anthem only, Confidential Information shall include all Anthem Data and all Confidential Information of Anthem Affiliates.

10.2.2 Confidential Information shall not include any information that a Party can demonstrate: (i) was in the public domain at the time of disclosure to such Party; (ii) was published or otherwise became part of the public domain after disclosure to such Party through no fault of such Party; (iii) was previously disclosed to such Party without a breach of duty owed to the other Party by a third-party who had a lawful right to such information; or (iv) was independently developed by such Party without reference to Confidential Information of the other Party.

10.2.3 In addition, either Party may disclose Confidential Information to the extent disclosure is based on the good faith opinion of such Party's legal counsel that disclosure is required by law or by order of a court or governmental agency; provided that, the Party that is the recipient of such Confidential Information shall give prompt notice to the Disclosing Party, use all commercially reasonable efforts to maintain the confidentiality of the Confidential Information, and cooperate with the owner of such Confidential Information, in efforts to protect the confidentiality of such Confidential Information by an appropriate protective order. The owner of such Confidential Information reserves the right to obtain a protective order or otherwise protect the confidentiality of such Confidential Information. Each Party shall be responsible for its own costs with respect to the performance of its obligations under this Section. Either Party may disclose the existence of this Agreement and the terms of this Agreement to the extent required to enforce its terms or the rights of such Party hereunder or to comply with its legal obligations (but in the event either Party files this Agreement or portions thereof with any public agency it shall redact sensitive portions hereof, to the mutual written agreement of the other Party, which agreement shall not be unreasonably withheld or delayed).

10.2.4 Anthem Non-Disclosable Information. With respect to Anthem only, Confidential Information shall also include the following: (i) PHI and NPFI; (ii) other medical information and personal information regarding Anthem's or its Affiliates' health plan members, employees, or medical or hospital

service providers; (iii) other information that Anthem or its Affiliates are required by law, regulation or company policy to maintain as confidential; (iv) other financial information concerning Anthem's or its Affiliates' health plan members, employer groups and other health plan groups or medical or hospital service providers that is disseminated by Anthem or its Affiliates internally for staff use; (v) personnel and payroll records, patient accounting and billing records, and information contained in those records; (vi) Anthem's or its Affiliates' trade secrets; and (vii) information that could aid others to commit fraud, sabotage or otherwise misuse Anthem's or its Affiliates' products or services or damage their business, including without limitation Exhibit F (Required Information Security Controls) of the MSA and other Anthem security policies (collectively, the "Anthem Non-Disclosable Information"). Due to the sensitive nature of the Anthem Non-Disclosable Information and due to Anthem's obligations to maintain the privacy of its customers and providers, CP Provider acknowledges and agrees that Anthem Non-Disclosable Information shall at all times remain confidential and shall not be subject to exceptions, except as set forth in the BAA.

10.3 General Obligations. Each Party agrees to hold the Confidential Information of the other Party in strict confidence, to use such information solely in the course of performing its obligations hereunder, and to make no disclosure of such information except as authorized in accordance with the terms of this Agreement. To the extent a Party may be exposed to the Confidential Information of a third party (for example, because CP Provider may be maintaining Anthem systems on which third party software is loaded, the Parties agree to accord such third party Confidential Information the same protections accorded a Party's Confidential Information hereunder. A Party may disclose Confidential Information to its personnel and the personnel of its subcontractors who have an absolute need to know such Confidential Information in order to fulfill its obligations hereunder and who have previously executed a written confidentiality agreement imposing confidentiality obligations no less restrictive than those applicable hereunder. In addition, either Party may disclose Confidential Information of the other Party to third party professional advisors (including accountants, auditors, attorneys, financial or other advisors) which are acting solely for the Party's benefit and on such Party's behalf, provided: (i) such professional advisors have previously executed a written confidentiality agreement imposing confidentiality obligations no less restrictive than those applicable hereunder; (ii) such professional advisors have a need to know such information in order to provide advice or services to the disclosing Party and agree to use the disclosing Party's Confidential Information solely for the purpose of providing such advice or services; (iii) such professional advisors agree not to disclose the Confidential Information to any other Party without the disclosing Party's prior written consent; and (iv) notwithstanding anything to the contrary, no Anthem Non-Disclosable Information is disclosed by the other Party to its professional advisors. Each Party shall be primarily responsible and liable for any confidentiality breaches by its personnel and the personnel of its subcontractors. Each Party shall immediately advise the other Party of any actual or potential violation of the terms of this Section 10, and shall reasonably cooperate with the Disclosing Party in relation thereto.

10.4 Continuing Obligations. A Party's obligation to maintain the confidentiality of Confidential Information shall remain in force until information falls within one of the exceptions noted in Section 10.2.2. CP Provider's obligation to maintain the confidentiality of Anthem Non-Disclosable Information shall neither terminate nor expire.

10.5 Return of Confidential Information. Promptly upon expiration or termination of the entire Agreement or of a SOW (with regard to the Confidential Information disclosed under the Agreement or through such Agreement or SOW, as the case may be) or, in the case of Non-Disclosable Information at any time upon Anthem's request, the Receiving Party shall promptly, at the Disclosing Party's option, either return or destroy all (or, if the Disclosing Party so requests, any part) of the Confidential Information, and all copies, summaries and redactions thereof and other materials containing such Confidential Information, including deletion from such Party's files and systems and the Receiving Party shall certify in writing its compliance with the foregoing. Notwithstanding the foregoing, except for PHI or NPFI (which shall be promptly returned or destroyed), each Party may, subject to the obligations of confidentiality as described in this Section 10, retain (i) one (1) copy of the other Party's Confidential Information for archival purposes only, but such retained Confidential Information shall only be accessed by the retaining Party on a limited

need basis to, for example, defend a claim by the other Party or for auditing purposes and (ii) reasonable archival records of payments, invoices and similar information for tax compliance, regulatory compliance, accounting, audit or similar purposes but only for the period of time required by this Agreement or Applicable Law; in each instance, all such retained Confidential Information shall remain the Confidential Information of the Disclosing Party and shall be subject to all of the restrictions contained in this Agreement.

10.6 Injunctive Relief. Each Party acknowledges that in the event of a breach of this Section 10 damages may not be an adequate remedy and the Disclosing Party may be entitled to seek, in addition to any other rights and remedies available under the Agreement or at law or in equity, injunctive relief to restrain any such breach, threatened or actual, without proof of irreparable injury and without the necessity of posting bond even if otherwise normally required.

11. INSURANCE

11.1 Minimum Requirements. CP Provider must have the following minimum insurance coverage in place at all times during the Program, with insurers with an A.M. Best rating of A- or better:

- a. Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate naming Anthem as an additional insured and containing a waiver of subrogation;
- b. Automobile Liability insurance with a minimum \$1,000,000 per occurrence combined single limit for owned, non-owned and hired automobiles;
- c. Workers' Compensation coverage with statutory limits and employer's liability insurance, containing a waiver of subrogation with respect to Anthem for workers' compensation when applicable and permitted by law;
- d. Professional Liability insurance, applicable to the Community Paramedicine industry or specialty with a minimum \$1,000,000 limit for each wrongful act and aggregate of not less than \$3,000,000 if professional services are being rendered. In the event of cancellation of the professional liability insurance policy, an extended reporting period endorsement ("tail policy") is required for the term of at least one year in the amount of not less than the same limits above;
- e. Commercial Crime/Employee Dishonesty with a limit of not less than \$500,000. When applicable, CP Provider will name Anthem as Loss Payee to the extent their interests may appear;
- f. Umbrella Liability Coverage with a minimum of not less than \$2,000,000.
- g. The forgoing coverage amounts, with the exception of the Umbrella Liability coverage, may be met in part by an appropriate umbrella or excess liability policy.

11.2 Any materials or equipment brought on jobsite shall be insured under an all risk property insurance policy and shall be the sole responsibility of CP Provider.

11.3 Proof of Insurance; Notice of Cancellation. Promptly upon MedAware or Anthem's written request for same, CP Provider shall cause its insurers or insurance brokers to issue certificates of insurance evidencing that the coverages required under this Agreement are maintained and in force. In addition, CP Provider will use reasonable efforts to give thirty (30) days prior written notice to MedAware and Anthem prior to cancellation or non-renewal of any of the policies providing such coverage; provided, however that CP Provider shall not be obligated to provide such notice if, concurrently with such

cancellation or non-renewal, CP Provider provides self-insurance coverage as described below or obtains coverage from another insurer meeting the requirements described above. The furnishing of acceptable evidence of insurance does not relieve CP Provider from any liability or obligation for which it is otherwise responsible to MedAware or Anthem. The limits of insurance or applicable deductibles will not limit the liability of CP Provider nor relieve CP Provider of any liability or financial responsibility. Failure to maintain the required insurance coverage shall be deemed a material breach of the Agreement by CP Provider. The failure of CP Provider to purchase or maintain such insurance coverages, or the failure of CP Provider to provide, or of MedAware or Anthem to request, a copy of the certificates evidencing such coverages will not be considered or construed as a waiver by MedAware or Anthem of the requirement that CP Provider maintains such coverages, which such requirement will be continuing, and CP Provider remains liable for all injuries and/or damages in accordance with the terms of this Agreement.

13. INDEMNIFICATION.

13.1 **CP Provider's Indemnities.** CP Provider shall indemnify, defend and hold harmless MedAware and Anthem and their Affiliates, and their respective successors and assigns (and its and their respective officers, directors, employees, sublicensees, customers and agents) from and against any third party claims and damages based upon (i) a breach of CP Provider's representations and warranties; (ii) the failure by CP Provider to comply with applicable governmental laws or regulations; (iii) a breach of CP Provider's obligations with regard to PHI and NPFI as set forth in Section 10 and Exhibit A (BAA) of the MSA; (iv) a breach of CP Provider's obligations under MSA Exhibits Exhibit B (Medicare Advantage and Medicare Part D Regulatory Exhibit), Exhibit C (Federal Program Commercial Item Addendum), Exhibit E (State Medicaid Attachments), and/or Exhibit G (Qualified Health Plan Regulatory Exhibit), , (v) a breach of CP Provider's security or confidentiality obligations as set forth in MSA Section 9 (Security) (including Exhibit F referenced therein) and 10 (Confidentiality), respectively; and (vi) any claim relating to any act, omission, negligence or willful misconduct on the part of CP Provider, its personnel, subcontractors, and/or agents, resulting in personal injury, death, or damage to property. In addition to the indemnification obligations set forth in this Agreement, in the event of a disclosure of Protected Health Information or Nonpublic Personal Financial Information by CP Provider, CP Provider shall indemnify MedAware and Anthem for all costs incurred by MedAware related to the investigation as well as, at MedAware and/or Anthem's election, furnishing notice to affected Anthem participants and/or the offer of ongoing credit monitoring services to such affected individuals. This indemnification by CP Provider shall survive the termination of this Agreement.

13.2 **MedAware's Indemnities.** MedAware shall indemnify, defend and hold harmless CP Provider and its affiliates, and their respective successors and assigns (and its and their respective officers, directors, employees, sublicensees, customers and agents) from and against any third party claims and damages based upon (i) a breach of MedAware's representations and warranties; (ii) the failure by MedAware to comply with applicable governmental laws or regulations; (iii) a breach of MedAware's obligations under the Agreement. In addition to the indemnification obligations set forth in this Agreement, in the event of a disclosure of Protected Health Information or Nonpublic Personal Financial Information by MedAware, MedAware shall indemnify CP Provider for all costs incurred by CP Provider of furnishing notice to affected Anthem participants and/or the offer of ongoing credit monitoring services to such affected individuals. This indemnification by MedAware shall survive the termination of this Agreement

13.3 **Notice and Participation.** The indemnified Party may, at its own expense, assist in the defense of any indemnifiable claim described in this Section if it so chooses, provided that, as long as indemnifying Party can demonstrate sufficient financial and legal resources, indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim, and further provided

that any settlement intended to bind the indemnified Party or which may adversely affect the indemnified Party shall not be final without such indemnified Party's prior written consent, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, if the claim relates to a violation of governmental law or regulation as set forth in MSA Section 13.1 or to a breach of the indemnifying Party's obligations relating to PHI and NPFI as set forth in MSA Section 13.1, and the indemnified Party determines in its own discretion it has a compelling interest in conducting its own defense, then the indemnifying Party shall indemnify the indemnified Party for its reasonable costs of defense (including attorneys' fees) and for all related damages, assessment of fines, penalties or other regulatory assessment, and/or settlement or compromise (and provided the indemnified Party gives the indemnifying Party an opportunity to comment on any proposed settlement or compromise). The indemnified Party shall provide the indemnifying Party with reasonable written notice of any claim that such indemnified Party believes falls within the scope of this Section.

16. DISPUTE RESOLUTION. This Section 16 of this Exhibit A shall only apply to disputes between CP Provider and Anthem under the MSA. Disputes between CP Provider and MedAware shall be resolved in accordance with the provisions of Section 24 (Dispute Resolution) of the Agreement.

16.1 Informal Dispute Resolution.

16.1.1 Good Faith Efforts. The Parties agree that they will make a good faith attempt to resolve any dispute arising under this Agreement before instituting legal action. Such good faith attempt shall include, but not be limited to, elevating the issue to management personnel of each Party who have the power to settle the dispute on behalf of that Party and, failing that, to a vice president level executive for each Party, as noted in 16.1.2 below.

16.1.2 Escalation to Executives. To the extent any disagreements arising under this Agreement are not resolved by the management personnel of each Party within a reasonable time after the occurrence of the disagreement, either Party may give to the other notice in writing (the "Notice") that a dispute has arisen. The Notice shall contain (i) a detailed description of the dispute and all relevant underlying facts, and (ii) a detailed description of the amount(s) in dispute and how they have been calculated. Within fourteen (14) days after the date of the Notice, such dispute shall be referred to a vice president level executive for each Party.

16.1.3 Failure of Informal Efforts. If such executive officers of both Parties are unable to resolve the dispute within fourteen (14) days of the referral to them, either Party shall be free to pursue any claim in accordance with this Section 16.

16.2 Binding Arbitration.

16.2.1 Except as otherwise provided below in this paragraph, all disputes that arise from or relate to this Agreement shall be decided exclusively by binding, non-appealable arbitration in Iowa under the JAMS Comprehensive Arbitration Rules (the "Rules"), provided, however, the Parties may agree in writing to further modify the Rules. The dispute shall be decided by a sole arbitrator, who shall be a retired or former judge, or an attorney with at least ten (10) years of experience, and be mutually acceptable to the Parties. If the amount in controversy exceeds two million dollars (\$2,000,000.00), then a three person panel of arbitrators with similar qualifications shall preside rather than a sole arbitrator, unless the Parties agree in writing that the dispute shall be decided by a sole arbitrator. The sole arbitrator (or panel) shall be selected by mutual agreement of the Parties, or, if the Parties cannot agree upon an arbitrator within ten (10) days, then each Party shall select an arbitrator who shall confer and select a third arbitrator to serve. If a three person panel is required, each Party shall select an arbitrator and the two arbitrators shall together designate a third to serve with them on such panel. The arbitrator shall issue a short written statement (not

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to exceed 15 pages, excluding exhibits) setting forth its decision and reasons therefore. The Parties agree that the arbitrator's award shall be final, and may be filed with and enforced as a final judgment by any court of competent jurisdiction.

16.2.2 Costs and Fees. Each Party will bear its own attorneys' fees and its own costs and expenses (including filing fees), and will also bear one half of the total arbitrator's and other administrative fees of arbitration.

16.2.3 No Power to Alter Agreement. The arbitrator shall have no power to (i) award damages in excess of the amount or other than the types allowed by Section 14 (Limitation of Liability); or (ii) alter any of the provisions of this Agreement. Either Party may seek interim measures of protection concerning any subject matter of the dispute subject to arbitration, including but not limited to interim injunctive relief, in a court of competent jurisdiction located in Waterloo, Iowa.

16.2.4 Appeal. If the total amount of the arbitration award is five million dollars (\$5,000,000) or more, inclusive of interest, costs, and attorneys' fees, the Parties shall have the right to appeal the decision of the arbitrator(s) pursuant to the JAMS Optional Arbitration Appeal Procedure. In reviewing a decision of the arbitrator(s), the appeal panel shall apply the same standard of review that a United States Court of Appeals would apply in reviewing a similar decision issued by a United States District Court in the jurisdiction in which the arbitration hearing was held.

16.3 Disputes Involving Confidential Information or Intellectual Property. Notwithstanding the foregoing, in any dispute concerning Anthem Confidential Information and intellectual property, Anthem may elect to have the dispute resolved by a court of competent jurisdiction located in the Marion County, Indiana and upon Anthem's commencement of any such action, any arbitration then pending shall be stayed, insofar as it concerns Anthem Confidential Information or intellectual property. Without limiting the generality of the foregoing, CP Provider acknowledges that irreparable injury may result to Anthem in the event that CP Provider fails to perform its obligations under this Agreement with respect to Anthem Confidential Information or IP and agrees that, in such event, Anthem shall be entitled, in addition to any other remedies and damages available to it, to seek interim injunctive relief to restrain the breach or compel the performance of this Agreement.

16.4 Consent to Jurisdictions. The Parties consent and agree to the exclusive jurisdiction of the tribunals mentioned in this Section 16, and waive any and all objections to such forums, including but not limited to objections based on improper venue or inconvenient forum.

16.5 Waiver of Jury Trial. Each of the parties hereby unconditionally waives any right to a jury trial with respect to and in any action, proceeding, claim, counterclaim, demand, dispute or other matter whatsoever arising out of this agreement.

16.6 Continued Services; Enforcement. In all circumstances other than MedAware's failure to pay undisputed amounts as set forth herein, CP Provider shall continue timely performance of any Services it provides or its other obligations under this Agreement and, if it discontinues or does not timely perform such Services or other obligations, MedAware may seek a temporary and/or permanent injunction or similar order in any state or federal court within the State of Iowa for the sole purpose of compelling continued and timely performance of CP Provider's obligations hereunder. The provisions of this Section may be enforced by any court of competent jurisdiction, and the prevailing Party in any such action shall be entitled to an award of all costs, fees and expenses, including attorneys' fees.

16.7 Statute of Limitations. The statute of limitations with respect to any claim or matter submitted to arbitration shall be suspended as of the date of a demand for arbitration hereunder (or, if not

determinable, as of the date of receipt of such request), and shall be tolled until the date of any formal settlement agreement entered into by the Parties or the date of any final determination issued by an arbitrator, as the case may be, but in any event not longer than six (6) months from the date such statute of limitations was suspended, unless the Parties specifically agree in writing to a different tolling period.

16.8 Electronic Self-Help. CP Provider agrees that in the event of any dispute with MedAware regarding an alleged breach of this Agreement or for any other reason, CP Provider will not use any type of electronic means to prevent or interfere with MedAware's use of any system or Deliverable created for MedAware under this Agreement or any SOW without first obtaining a valid court order authorizing same. MedAware shall be given proper notice and an opportunity to be heard in connection with any request for such a court order. CP Provider understands that a breach of this provision could foreseeably cause substantial harm to MedAware and to numerous third parties having business relationships with MedAware. No limitation of liability shall apply to a breach of this paragraph.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 8/24/2022

ATTACHMENTS:

Description	Type
□ Updated Development Agreement	Backup Material

SUBJECT:

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.

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Recommended Action:

Approve resolution

Summary Statement:

Three stooges is building a 49,920 square foot building located at 520 Parker Street. There is an 85,000 square foot building on the 13.5 acre site. The additional building will be utilized as a storage facility. The development agreement calls for the City to vacate and convey a portion of platted Fairview Avenue abutting the property, however this approval of the development agreement does not authorize the sale of said right-of-way. It is still being reviewed with the adjacent property owner for determination on what portions can be conveyed to each owner, and separate action (including public hearing) will be required to authorize the sale of the property.

Neighborhood Impact:

The site is zoned industrial. All surrounding properties are zoned industrial as well and the project would match existing facilities already in the area.

Expenditure Required/Source of \$59,887.00/ TIF Bonds
Funds:

Alternative:

Not approve

Legal Descriptions:

All that part of the Northwest Quarter of the Southeast Quarter of Section No. Fourteen (14), Township No. Eighty-nine (89) North, Range No. Thirteen (13) West of the Fifth (5th) Principal Meridian in the City of Waterloo, Iowa, that lies North of the North line of Parker Street and Northeasterly of the Northeasterly line of the right-of-way of the Illinois Central Gulf Railroad Company formerly the Illinois Central Railroad and

West of the west line of the right-of-way of the Waterloo Railroad Company formerly the Waterloo, Cedar Falls and Northern Railroad, except the North One Hundred Fifty (150) feet thereof.

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 3 Stooges, LLC (the "Company") and the City of Waterloo, Iowa, ("City").

RECITALS

- A. Company is willing and able to finance and undertake construction of a building and related improvements on property it owns at 520 W. Parker Street, legally described on Exhibit "A" attached hereto (the "Property").
- 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, and the City further believes that the project is in the vital and best interests of the City and that the project and such incentives are in accordance with the public purposes and provisions of applicable State and local laws and requirements under which the project has been undertaken and is being assisted.

AGREEMENT

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

1. **Improvements by Company.** Company shall construct a building consisting of approximately 49,920 square feet, and related landscaping and parking improvements (collectively, the "Improvements"). Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement and all applicable City, state, and federal building codes, and shall comply with all applicable City ordinances. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Property, the Improvements, and all site preparation and development-related work

to make the Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project".

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

If any material modification in the scope, scale or nature of the Plans is proposed, Company shall submit modified Plans (the "Modified Plan") to the City for review. Modified Plans shall be subject to approval by the City as provided in this Section. City shall approve the modified Plans in writing if: (a) the Modified Plans conform to the terms and conditions of this Agreement; (b) the Modified Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations and City permit and design review requirements; (c) the Modified Plans are adequate for purposes of this Agreement to provide for the construction of the Improvements, and (d) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Plans or Modified Plans pursuant to this Section shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Plans or Modified Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

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

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

3. **Timeliness of Construction.** The parties agree that Company's commitment to undertake the Project and to construct the Improvements in a timely manner constitutes a material inducement for the City to make the promises to Company and to make available to Company the incentives provided for in this Agreement, and that without said commitment City would not do so. Company must begin construction of the Improvements within four (4) months after the date of this Agreement, and the Improvements must be Substantially Completed by December 31, 2023 (the "Completion Date"). For purposes of this Agreement, "Substantially Completed" means the date on which the Improvements have been completed in accordance with the Plans or Modified Plans to the extent necessary for the City to issue a certificate of occupancy relating thereto.

If Company has not, in good faith, begun the construction of the Improvements on the schedule stated above, then title to the Property shall revert to the City, except as provided in this Agreement; provided, however, that if construction has not begun within the stated period but the development of the Project is still imminent, the City's Community Planning and Development Director may, but shall not be required to, consent to an extension of time of up to six (6) months for the construction of the Improvements, and if an extension is granted but construction of the Improvements has not begun within such extended period, then the title to the Property shall revert to the City after the end of said extended period. Any further time extensions will require consent of the City Council. If development has commenced within the required period, as the same may be extended, and is subsequently stopped or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company, the requirement that construction be completed by the Completion Date shall be tolled for a period of time equal to the period of such stoppage or delay. If, after commencement of construction, construction is not completed by the Completion Date, as the same may be extended, then 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. **City Assistance.** In addition to the other incentives provided by City to Company under this Agreement, City agrees to provide the following incentives and assistance to facilitate the Project:

A. Support for Applications. City agrees that it will cooperate in good faith with Company and, if necessary for program requirements, sponsor Company applications for available state tax credits and/or rebates and other available government funding, if Company chooses to make any such application(s).

B. Grant. Within thirty (30) days after City has issued a certificate of occupancy for the Improvements and has verified Company's compliance with all requirements of this Agreement that Company is to have performed by such date, City will pay to Company a development grant in the amount of \$59,887.00.

C. **Partial Tax Exemption.** Because the Property is located in a designated Consolidated Urban Revitalization Area (CURA), the Property is eligible for tax exemption consistent with and to the extent provided for in Iowa law, provided that Company meets all requirements to qualify for such exemption.

D. **Street Vacate.** City vacate and convey to Company by quit claim deed no less than one-half of platted Fairview Avenue abutting the Property on the west side, between a northwesterly extension of the southwesterly line of the Property and a westerly extension of the north line of Property. Consistent with City policy, if the owner of property on the west side of said portion of Fairview Avenue declines to acquire the west one-half of the vacated street, then City will convey all of such portion of vacated Fairview Avenue to Company. City may reserve an easement over and across said vacated land for surface water drainage purposes.

5. **Utilities and Services.** Company will be responsible, at its own cost, for extending water, sewer, telephone, telecommunications, electric, gas and other utility services to any location on the Property and for payment of any associated connection fees.

6. **Minimum Assessment Agreement.** Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property. Company further agrees that prior to the date set forth in Section 2 of the Minimum Assessment Agreement (the "MAA") attached hereto as Exhibit "B" it will not seek or cause a reduction in the assessed valuation for the Property as improved pursuant to this Agreement, which shall be fixed for assessment purposes, below the amount of \$2,456,910.00 (the "Minimum Actual Value"), through:

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

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

7. **Grant of Easement.** No later than the date that City pays to Company the development grant provided for in Section 4.B, Company will execute and deliver to City, on terms reasonably satisfactory to City, a permanent easement for ingress and egress to and across the Property for passage of emergency response vehicles between Clark Street on the west and David Street on the east. The parties shall

cooperate in good faith to determine a route for such easement if it is desired to be a route other than the shortest path between the east and west access points.

8. **Additional Covenants of Company.** In addition to the other promises, covenants and agreements of Company as provided elsewhere in this Agreement, Company agrees as follows:

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

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

C. During construction of the Improvements and thereafter until termination of the MAA, Company will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Improvements.

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

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

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

G. During the period until termination of the MAA, Company agrees that it will make no conveyance, lease or other transfer of the Property or any

interest therein that would cause the Property or any part thereof to be classified as exempt from taxation or subject to centralized assessment or taxation by the State of Iowa.

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

9. Representations and Warranties of 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.

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

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

B. It has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

C. This Agreement has been duly and validly authorized, executed and delivered by Company and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of Company that is enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

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

E. There are no actions, suits or proceedings pending or threatened against or affecting Company in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Company or which in any manner raises any questions affecting the validity of the Agreement or Company's ability to perform its obligations under this Agreement.

F. The financing commitments, which Company will proceed with due diligence to obtain, to finance the construction of the Improvements will be sufficient to enable Company to successfully complete construction of the Improvements as contemplated in this Agreement, subject to additional costs incurred due to Unavoidable Delays.

11. Indemnification and Releases.

A. Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Property or resulting from any defect in the Improvements. The indemnified parties shall not be liable for, and Company shall indemnify, defend and hold such parties harmless against, any damage or injury to the persons or property of Company or its directors, officers, employees, contractors or agents, or any other person who may be about the Property or the Improvements, due to any act of negligence or willful misconduct of any person, other than any act of gross negligence or willful misconduct on the part of any such indemnified party or its officers, employees or agents.

B. Except for any willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its

rights under this Agreement), or (2) the acquisition and condition of the Property and the construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the Property, but only to the extent such liability has not been previously transferred to and accepted by the City in writing.

C. The provisions of this Section shall survive the expiration or termination of this Agreement.

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 construction of the Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

B. Transfer by Company of any interest (either directly or indirectly) in the Improvements, the Property, or this Agreement, without the prior written consent of City;

C. Failure by Company to pay, before delinquency, all ad valorem property taxes levied on or against the Property;

D. Failure by any party hereto to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or the MAA;

E. Company (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (4) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of Company as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Company, or part thereof, shall be appointed in any proceedings brought against Company and shall not be discharged within ninety (90) days after such appointment, or if Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to the Property.

F. Any representation or warranty made by Company in this Agreement, or made by Company in any written statement or certificate furnished by Company pursuant to this Agreement, shall prove to have been incorrect,

incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

13. Remedies.

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may suspend its performance under this Agreement until it receives assurances from Company, deemed adequate by City, that Company will cure its default and continue its performance under this Agreement. Before exercising such remedy, City shall give 30 days' written notice to Company of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 30 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Further, after suspension of performance in the manner set forth above, City may terminate this Agreement and exercise any and all remedies available at law, equity, contract or otherwise.

B. Default by City. Whenever any Event of Default in respect of City occurs and is continuing, Company may take such action against City to require it to specifically perform its obligations hereunder. Before exercising such remedy, Company shall give 30 days' written notice to City of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within 30 days and City shall not have provided assurances reasonably satisfactory to the Company that the Event of Default will be cured as soon as reasonably possible.

C. 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. 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.

15. Materiality of Promises, Covenants, Representations, and Warranties of Company. Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

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, facsimile number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, # Stooges LLC, PO Box 203, Waterloo, Iowa 50704. Attention: Manager.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, (iii) 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. **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.

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

25. **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.

26. **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.

27. **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.

[signatures on next page]

CITY OF WATERLOO, IOWA

3 STOOGES, LLC

By: _____
Quentin Hart, Mayor

By: _____
Manager

Attest: _____
Kelley Felchle, City Clerk

PERSONAL GUARANTY. The undersigned members and/or managers of Company hereby agree for themselves and their heirs, personal representatives, and assigns, to unconditionally guarantee to City, its successors and assigns, the full and prompt performance by Company, its successors and assigns, of all promises and covenants on the part of Company to be performed pursuant to the foregoing Agreement, including but not limited to the duties of indemnity set forth therein, if any. Liability of guarantors hereunder is joint and several.

Robert Fischels

Anthony Fischels

Christopher Fischels

EXHIBIT "A"

Legal Description of Property

All that part of the Northwest Quarter of the Southeast Quarter of Section No. Fourteen (14), Township No. Eighty-nine (89) North, Range No. Thirteen (13) West of the Fifth (5th) Principal Meridian in the City of Waterloo, Iowa, that lies North of the North line of Parker Street and Northeasterly of the Northeasterly line of the right-of-way of the Illinois Central Gulf Railroad Company formerly the Illinois Central Railroad and West of the west line of the right-of-way of the Waterloo Railroad Company formerly the Waterloo, Cedar Falls and Northern Railroad, except the North One Hundred Fifty (150) feet thereof.

EXHIBIT "B"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of _____, 2022, by and among the CITY OF WATERLOO, IOWA ("City"), 3 STOOGES, LLC ("Company"), and the COUNTY ASSESSOR of the City of Waterloo, Iowa ("Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Company have entered into a development agreement (the "Development Agreement") regarding certain real property (the "Property"), described in Exhibit "A" thereto, located in the City; and

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Company will undertake the development of an area within the City, including the construction of certain improvements as described in the Development Agreement (the "Minimum Improvements") on the Property, as provided in the Development Agreement (the "Project"); and

WHEREAS, pursuant to Iowa Code § 403.6, as amended, the City and the Company desire to establish a minimum actual value for the Property and the Minimum Improvements to be constructed thereon by Company pursuant to the Development Agreement, which shall be effective upon substantial completion of the Project and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum actual value of the land and buildings as to the Project only; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which the parties contemplate will be erected as a part of the Project.

NOW, THEREFORE, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Minimum Improvements by the Company, the minimum assessed value which shall be fixed for assessment purposes for the Property and Minimum Improvements to be constructed thereon by the Company as a part of the Project shall not be less than \$2,456,910 (the "Minimum Actual Value") until termination of this Agreement. The parties hereto agree that construction of the Minimum Improvements will be substantially completed by December 31, 2023. If the Minimum Improvements are not substantially completed by said date, then the parties agree to execute an amendment to this Agreement that will extend the date specified in Section 2 below.

2. The Minimum Actual Value herein established shall be of no further force and effect, and this Minimum Assessment Agreement shall terminate, on December 31, 2035. The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

3. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property and the Minimum Improvements pursuant to the provisions of this Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Property or the Minimum Improvements by Company or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Property or the Minimum Improvements.

4. Company agrees that its obligation to make the tax payments required hereby, to pay the other sums provided for herein, and to perform and observe its other agreements contained in this Agreement shall be absolute and unconditional obligations of Company (not limited to the statutory remedies for unpaid taxes) and that Company shall not be entitled to any abatement or diminution thereof, or set off therefrom, nor to any early termination of this Agreement for any reason whatsoever.

5. Nothing herein shall be deemed to waive the Company's rights under Iowa Code § 403.6, as amended, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall the Company seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement. Nothing herein shall limit the discretion of the Assessor to assign at any time an actual value to the land and Minimum Improvements in excess of the Minimum Actual Value.

6. Company agrees that during the term of this Agreement it will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Property or the Minimum Improvements determined by any tax official to be applicable to the Property or the Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) seek any tax deferral, credit or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other state law, of the taxation of real property, including improvements and fixtures thereon, contained in the Property or the Minimum Improvements; or

- (c) request the Assessor to reduce the Minimum Actual Value; or
- (d) appeal to the board of review of the city, county, state or to the Director of Revenue of the State of Iowa to reduce the Minimum Actual Value; or
- (e) cause a reduction in the actual value or the Minimum Actual Value through any other proceedings.

7. This Agreement shall be promptly recorded by the City with the Recorder of Black Hawk County, Iowa. The City shall pay all costs of recording.

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

9. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

10. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, including but not limited to future owners of the Project property.

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

[signatures on next page]

3 STOOGES, LLC

By: Manager

By: Manager

By: Manager

By: Manager

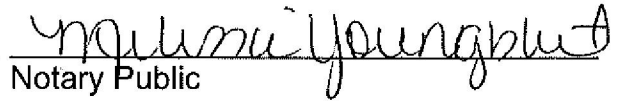
By: Manager

)

) ss.

)

Chris Fischels as Manager of 3 Stooges, LLC



CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to that land and improvements upon completion shall not be less than Two Million Four Hundred Fifty Six Thousand Nine Hundred Ten Dollars (\$2,456,910.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof, subject to adjustment as provided in said agreement.

Assessor for Black Hawk County, Iowa

Date

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

Subscribed and sworn to before me on _____, 2022 by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

Notary Public

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 9/7/2022

ATTACHMENTS:

Description	Type
□ ROW License Agreement_Metro FibernetLLC	Backup Material

SUBJECT:

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.

Submitted by:

Submitted By: Dennis Gentz, PE, Assistant City Engineer

RIGHT-OF-WAY LICENSE AGREEMENT

SECTION 1. DEFINITIONS

- a. "City" shall mean the City of Waterloo, Iowa and, where appropriate, shall include its officers, employees and agents.
- b. "Licensee" shall mean Metro Fibernet, LLC or any of its designated subsidiaries.
- c. "Network Segment" shall mean the communications system laid or to be laid, constructed, installed, repaired, maintained, and operated by Licensee within the corporate limits of the City of Waterloo as contemplated by this Agreement and shall include all equipment owned, operated, leased or subleased in connection with the operation of the Network Segment, including but not be limited to poles, pedestals, wires, pipes, cables, underground conduits, ducts, manholes, vaults, fiber optic cables, and other structures, facilities or appurtenances. As of the date of this Agreement, the initial Network Segment route is generally depicted on Exhibit "A" attached hereto, and the parties agree that, for purposes of this Agreement, the initial Network Segment route consists of Aerial 4774 and Underground 28302 (TOTAL 33076) Feet.
- d. "Public Improvements" shall mean any improvements as defined in Code of Iowa Section 26.2, including but not limited to paving, sidewalks, grass, vegetation, trees, street lights, traffic signals, water mains, sewers, electric transmission lines and equipment related thereto, and in addition public utilities, on Public Property.
- e. "Public Property" shall mean City-owned or controlled public rights-of-way, easements, bridges, squares or commons.

SECTION 2. BASIC GRANT; RESTRICTED USE

- a. Licensee is hereby granted a license to construct, maintain, inspect, protect, repair, replace and retain a Network Segment in, under, upon, along and across the Public Property shown and identified in Exhibit "A" hereto, subject to the regulatory powers of the City and subject to the conditions hereinafter set forth. This Agreement creates no rights to expand the Network Segment or to create or install a new network segment, except on the terms provided in this Agreement.

SECTION 3. TERM OF AGREEMENT

- a. This Agreement and the rights conferred hereunder shall commence on September 6, 2022 (the "Effective Date"), and shall continue for such period of time as Licensee, or its successors and assigns, operate the Network Segment.



SECTION 4. FEES REQUIRED

a. Licensee shall pay an administrative fee (the "Administrative Fee") in the amount of (\$0.10 for each linear foot) of Network Segment facilities that Licensee places or causes to be placed in, over, under or across Public Property, subject to a minimum fee of \$600.00. Licensee agrees that the Administrative Fee is the City's estimate of the administrative burdens imposed on the City in connection with Licensee's application and its occupancy of Public Property, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such fee under applicable law. The Administrative Fee shall be payable upon execution and delivery of this Agreement, or any future amendment or addendum hereto. In addition to the Administrative Fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable ordinance. An Administrative Fee calculated in the manner described above shall be payable in connection with each separate application filed by Licensee to extend or expand the Network Segment, at the time such application is filed.

b. In each successive year during the term of this Agreement, Licensee shall pay an annual management fee (the "Management Fee") equal to (\$.015 for each linear foot) of Network Segment facilities that Licensee places or causes to be placed in, over, under or across Public Property, subject to a minimum fee of \$50.00. Licensee agrees that the Management Fee is the City's estimate of the right-of-way management costs imposed on the City in connection with Licensee's occupancy of, and activities in and upon, Public Property, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such fee under applicable law. City retains the right to modify or adjust the Management Fee linear-foot charge at any time to ensure that the City is properly reimbursed for its right-of-way management costs. The Management Fee shall be payable annually, based on the linear footage of the Network Segment facilities existing at December 31 of a given year, no later than January 15 of the following year. In addition to the Management Fee, Licensee, or its contractors or agents, shall pay excavation permit fees and such other regulatory fees as may be required by applicable ordinance.

SECTION 5. ADDITIONAL LICENSING PROCESS

a. Before commencing any extension or expansion of its Network Segment, or any major repair work, or the installation of any new Network Segment in the City, the Licensee shall file with the City Engineer's Office a written statement (a "License Request") verifying the Public Property under which or upon which it proposes to extend, expand, install or repair its Network Segment. Work other than repair or replacement of existing Network Segment facilities shall require the further grant of a license for use of Public Property. The License Request shall be accompanied by a map, plan or specifications showing the proposed location of the Network Segment components with reference to streets and alleys and the location of other utilities, the size and dimensions of all facilities, and the distance above or beneath the surface of the ground it is proposed to repair or to lay the same.

b. If the proposed locations of any Network Segment facilities shall interfere with the reasonable and proper use, construction, reconstruction and maintenance of any Public Improvements or any existing public utility system component, or other structure upon or under Public Property, the City Engineer shall within 30 days after the filing of such plan, map or specifications, note the changes necessary to eliminate all interference with a Public

Improvement or existing public utility system facility and refer the same back to the Licensee for amendment. Such map, plan or specifications, when properly changed and corrected, shall be filed in the City Engineer's Office, and after the approval of the same by the City Engineer and the posting of a bond required under applicable law or ordinance regulating work in or upon Public Property, if such is not waived by the City, the License Request shall be approved so that the Licensee may proceed in accordance with the approved maps, plans or specifications.

c. Approval of a License Request does not constitute any statement, representation, or assurance by City as to the presence or location of any privately maintained facilities, equipment or infrastructure. No such excavation, construction or erection shall be commenced before approval of the License Request, unless it is an emergency as determined by Licensee in good faith, and all work shall be in accordance with the approved maps, plans or specifications. If Licensee extends or expands its Network Segment without following the License Request process prescribed by this Section, the Administrative Fee and the fee minimum shall double, and Licensee shall be liable for any Management Fees that it failed to timely pay, plus interest thereon at 12% per annum, compounded monthly.

d. Each expansion or extension of the Network Segment for which a License Request is approved, and the plans, maps, and specifications therefor, shall be deemed incorporated into this Agreement by reference as an addendum hereto. All of Licensee's activities in relation to said expanded or extended Network Segment shall be subject to the terms of this Agreement.

SECTION 6. CONSTRUCTION AND REPAIR OF FACILITIES

a. In the process of location, construction, reconstruction, replacement, or repair of any Network Segment system component, the excavation or obstruction made or placed in Public Property at any time or for any purpose by the Licensee shall, to protect the public and to assure the safe and efficient movement of traffic, be properly barricaded to comply, at a minimum, with requirements set forth in the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). The Licensee shall not unnecessarily obstruct the use of streets, avenues, alleys or public places, shall limit obstructions to the minimum area and time necessary, shall provide the City Engineer with no less than 24-hour notice prior to the actual commencement of the work and shall comply with all provisions, requirements, and regulations in accordance with City ordinances and this Agreement in performing such work. The Licensee shall conduct its work hereunder in such manner as to cause as little interference as possible with pedestrian and vehicular traffic, and shall abide by scheduling directions, if any, given by the City Engineer. In emergencies which require immediate excavation the Licensee may proceed with the work without first applying for an excavation permit or other applicable permits, provided, however, that the Licensee shall apply for and obtain the permit(s) as soon as possible after commencing such emergency work.

b. All pavement taken up or damaged, and any other disturbed areas, shall be properly and speedily replaced in accordance with the City's regulations. As a condition to use of Public Property, the Licensee shall at its own expense repair any private property, utility system component, public improvement or Public Property damaged by such location, construction, reconstruction, replacement or repair work, in a manner reasonably acceptable to City. If, after excavations have been made, the Licensee fails to repair or arrange with the City for the proper repair and restoration of any Public Property to a condition as good as the condition of such

property prior to the disturbance of same, and after seven (7) days notice in writing to do so is given to its designated representative, the City may make such repairs at the expense of the Licensee. The Licensee shall pay to the City its costs and charges for such work, plus interest at 12% per annum, compounded monthly, within thirty (30) days after receipt of the City's billing.

SECTION 7. WORK BY OTHERS, ALTERATION TO CONFORM WITH PUBLIC IMPROVEMENTS

a. The City reserves the right to lay, and permit to be laid, wires, pipes, cables, conduits, ducts, manholes and other appurtenances, and to do, or permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the City in, across, along, over or under any Public Property occupied by the Licensee and to change any curb or sidewalk or the grade of any street. In permitting others to do such work the City shall not be liable to the Licensee for any damages arising out of the performance of such work by other parties, provided City exercised reasonable care in performance of such work undertaken by the City. Nothing in this Agreement shall be construed as to relieve any other person or company from liability for damage to the Licensee's facilities.

SECTION 8. LICENSEE CONTRACTORS

a. The requirements of this Agreement shall apply to all persons, firms or corporations performing work for the Licensee under a contract, subcontract or other type of work order.

SECTION 9. CONDITIONS OF OCCUPANCY; RELOCATION

a. Components of the Network Segment laid or constructed by the Licensee within the City shall conform to established grades of streets, alleys, and sidewalks, and be so located as to cause minimum interference with other public utilities located in or upon Public Property, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin Public Property. All conduit installed by Licensee shall terminate in a shared box or shall otherwise be accessible to others on terms that the City Engineer determines to be fair and reasonable after consideration of generally prevailing industry practices; provided, however, that Licensee may refuse joint use of conduit and pedestals based on technical considerations, such as limited physical space in the conduit, substantial risk of damage to Licensee's fiber, or risk of interruption to critical services. Because available space in the right-of-way is limited, Licensee is encouraged to share conduit and other facilities with existing right-of-way occupants, to the extent reasonably possible. Because right-of-way space is limited, Licensee agrees to cooperate in good faith and on reasonable terms with future requests from others who desire to collocate in or jointly use any separate conduit-type facilities of Licensee in the right-of-way. Licensee may charge reasonable fees to others for future joint use of any conduit, pedestals or other infrastructure installed by Licensee.

b. Licensee agrees to allow City to install its own pipes, cables, conduits, ducts, and/or other appurtenances within Licensee's excavation, provided that such installation is performed at City's sole expense and does not result in any material increase to the Licensee's costs. City shall inform Licensee where it desires to collocate or install conduit, and Licensee will ask its installation contractor to provide a reasonable quote for the cost thereof. The collocation or installation of conduit or cables within Licensee's excavation shall be subject to a separate agreement between City and the contractor.

c. The Licensee shall, upon reasonable notice and at its sole cost and expense, remove, locate and relocate its Network Segment facilities in, on, over or under Public Property in such manner as the City may at any time reasonably require for the purpose of facilitating the construction, reconstruction, maintenance, repair or change in grade of any public improvement on, in or about any such Public Property, for the purpose of promoting the efficient operation of any such improvement, or for the purposes of facilitating the vacation and/or redevelopment of public right-of-way by the City. In the event the Licensee fails to act and proceed with diligence to begin and/or complete said relocation or removal within a reasonably allocated time, or if City in its discretion chooses to allow Licensee to post a performance bond and Licensee fails within a reasonable time set by the City to furnish a satisfactory performance bond providing for completion of the required relocation by a designated date, the City at its option may cause the Licensee facilities to be relocated or removed and then demand reimbursement of costs and expenses from the Licensee, including interest at the rate of 12% per annum, compounded monthly, without liability to the City for any loss or damage caused by such relocation or removal. In addition to the foregoing remedies, City at its option may impose a fine of \$1,000.00 per day or portion thereof starting fourteen (14) days following the City's request and Licensee's failure to diligently act or, as appropriate in the circumstances, starting seven (7) days following Licensee's failure to complete the required relocation by the date designated in connection with the performance bond. Sums payable under this paragraph are due and payable by the Licensee to the City within thirty (30) days after receipt of the City's billing.

d. The Licensee shall not place its Network Segment facilities in the Public Property where the same will interfere with the normal use or maintenance of any Public Improvement, including but not limited to streets, alleys, traffic control devices, sanitary sewers, storm sewers, storm drains, or any public utility facility.

e. Upon request, the Licensee agrees to assist in locating underground facilities which are part of its Network Segment. Such assistance will be provided in a timely manner, but not more than forty-eight (48) hours after the time of request. As a condition of this Agreement, the Licensee shall enroll as a member of the "Iowa One-Call System" and shall respond to all requests and notifications placed to the toll free "One-Call" number.

f. Installation, repair, or replacement work completed by the Licensee that requires excavation of Public Property or public right-of-way shall require restoration and replacement of (a) any improvements that were removed, destroyed or damaged by the Licensee's work to a condition at least equal to the condition of such premises before the Licensee's work was undertaken, and (b) surface vegetation with sod in conformance with City ordinances and in accordance with standard local practices for placing sod. All work of restoration and replacement shall be subject to inspection and approval by the City Engineer or his designee.



SECTION 10. POWERS OF CITY

- a. Nothing in this Agreement shall be construed to abridge the right or power of the City to make further regulations relative to the use of the streets, alleys and public grounds by anyone using the same for the erection and maintenance of utility systems.

SECTION 11. PLANS AND COORDINATION

- a. Upon completion of the work the Licensee shall promptly furnish to the City copies of "as- built" plans related to its Network Segment facilities located on Public Property. The Licensee shall keep complete and accurate maps and records on the locations and operations of its facilities in connection with this Agreement.

SECTION 12. VIOLATIONS OF AGREEMENT

- a. Upon evidence being received by the City that a violation or breach of this Agreement or violation of codes or ordinances lawfully regulating the Licensee in the operation of its Network Segment facilities, or in the use of Public Property therefor, is occurring or has occurred (hereinafter referred to as a "default") the City shall cause an investigation to be made. If the City finds that a default exists or has occurred the City may take appropriate steps to secure compliance with the terms of this Agreement or the codes or ordinances. During the period in which any default exists, City shall be entitled to suspend the processing of any request or application by Licensee to amend the terms of this Agreement, to approve a License Request, or to grant a new permit, license, franchise, or other approval.

- b. The City shall notify the Licensee of the default and the Licensee shall cure such default within thirty (30) days after receipt of such notice; provided, however, where any such default (other than a payment default) cannot reasonably be cured within such thirty (30) day period, Licensee shall so notify the City Engineer, and if Licensee shall proceed promptly to cure the same and prosecute such cure with due diligence, the time for curing such default shall reasonably be extended for such period of time as may be necessary to complete such cure, as mutually agreed upon by the parties.

- c. If the Licensee fails to cure a default within the time allowed, the City shall have the right to (i) seek specific performance; or (ii) remedy the default by doing the act itself, or through a contractor, and charge the costs of such work to the Licensee; or (iii) seek damages for such default, plus interest at the rate of twelve percent (12%) per annum, compounded monthly, on any sum due and owing; or (iv) any combination of (i), (ii) and (iii).

SECTION 13. TRANSFER OF TITLE

- a. If Licensee abandons its Network Segment system and facilities for a period of twelve (12) months or more, then at City's option City may effectuate a transfer to City of all of Licensee's right, title and interest in and to the Network Segment. Abandonment shall be presumed if Licensee has not filed with the office of the City Engineer a notice of continued use within thirty (30) days after City's written request for same. Licensee's continued use shall be established upon filing of such notice, without regard to whether Licensee has allowed the Network Segment or some part thereof to go dark.

b. City shall deliver to Licensee a written notice of City's intent to effectuate a transfer of title and permit Licensee a period of thirty (30) days from the date of delivery in which to provide written notice of non-abandonment, and absent such action by Licensee City may file in the public land records of Black Hawk County, Iowa, a notice of transfer of title to City. Licensee shall not be entitled to any compensation from City for a transfer as contemplated by this Section.

SECTION 14. LIABILITY, INDEMNIFICATION AND INSURANCE

a. The Licensee covenants, at its sole cost and expense, to indemnify, defend, and save the City and its officers, agents and employees, harmless from any and all costs, damages, losses and liabilities whatsoever (including but not limited to the reasonable fees and expenses of attorneys and accountants), of any kind or nature, whether in tort or contract, arising directly or indirectly from the exercise of the rights granted herein or from the acts or omissions of Licensee, its employees, contractors and agents, in respect of the Network Segment, any Network Segment facilities, any work relating thereto, or any access to or use of the Network Segment by third parties.

b. The Licensee agrees to require contractors and subcontractors engaged in work for the Licensee within the public rights-of-way or on public property to maintain in effect during the term of work liability insurance in comprehensive form and in the amounts to be reasonably set by the City.

c. Licensee agrees to accept the risk of having its communications systems and equipment upon the public right-of-way, including the possible risk of damage or injury to its system or equipment, and agrees to release and discharge the City of any liability for damage or injury to Licensee's equipment, except to the extent caused by the City's gross negligence. In no event shall the City be liable for any consequential damages arising out of any damage or injury to Licensee's equipment placed in the right-of-way.

d. The covenants set forth in this Section shall survive the termination or expiration of this Agreement for any reason.

SECTION 15. SEVERABILITY

a. In the event any provision of this Agreement is held invalid, illegal, 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 provision of this Agreement is invalid, illegal, or unenforceable as written, but that by modifying or limiting such provision it would become valid, legal, and enforceable, then such provision shall be deemed to be written and shall be construed and enforced as so modified or limited without affecting the remaining provisions of this Agreement, provided, however, that in such event City shall have the option, exercisable in its sole discretion, to terminate this Agreement.

SECTION 16. ASSIGNMENT

a. Licensee shall not assign or otherwise transfer this Agreement or any of its rights and interest to any firm, corporation or individual without the prior written consent of the City, except that Licensee shall have the right to assign, convey or otherwise transfer its rights, title,

interest and obligations under this Agreement, in whole or in part, to any entity controlled by, controlling or under common control with Licensee, or any entity into which Licensee may be merged or consolidated or which purchases all or substantially all of the assets of Licensee, provided that Licensee shall notify the City in writing of any permitted assignment, conveyance or transfer within thirty (30) days of its occurrence.

SECTION 17. VACATION OF STREETS AND ALLEY

a. So long as the Licensee exercises the rights granted to it hereunder the City will not, by ordinance or otherwise, vacate any street, alley or public way in which the Licensee has installed its facilities without reserving such rights as necessary to allow continued use of such property for the said facilities in accordance with the terms of this Agreement, provided that nothing herein shall limit the City's right to require the Licensee to relocate its facilities as provided in Section 10 hereof.

SECTION 18. DELIVERY OF NOTICES

a. Except as may be expressly provided herein, any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to City:	City of Waterloo, Iowa Attn: City Engineer 715 Mulberry Street Waterloo, IA 50703
With a copy to:	City of Waterloo, Iowa Attn: City Attorney 715 Mulberry Street Waterloo, IA 50703
If to Licensee:	Metro Fibernet LLC 3701 Communications Way Evansville, IN 47715 Attn: President with copy to: Metro Fibernet, LLC Attn: Legal Department 8837 Bond St. Overland Park, KS 66214

Provided, however, that in the case of an emergency, notices may be given verbally to the above named persons. In such case written confirmation should be provided. Nothing contained herein shall prevent other forms of notice if actually received by the addressee. Notice shall be deemed given three (3) days after the date of mailing if done by certified mail, the next business day if sent by a recognized national overnight carrier or courier, or otherwise on the date actual notice is received.



SECTION 19. APPLICABLE LAWS

a. This Agreement is subject to all applicable federal, state and local laws, regulations and orders of governmental agencies as amended, including but not limited to the Communications Act of 1934 as amended, the Telecommunications Act of 1996 as amended and the rules and regulations of the FCC. Neither City nor Licensee waives any rights they may have under any such laws, rules or regulations.

SECTION 20. GOVERNING LAW; LEGAL ACTION

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. In any action to interpret, construe or enforce this Agreement, the parties hereby agree and consent (i) to irrevocably submit to the jurisdiction and venue of the Iowa District Court for Black Hawk County, over any action or proceeding to enforce or defend any matter arising from or related to this Agreement; (ii) to irrevocably waive, to the fullest extent a party may effectively do so, the defense of any inconvenient forum to the maintenance of any such action or proceeding; and (iii) not to institute any legal action or proceeding against the other party or any of the directors, officers, officials, employees, successors, assigns, agents or property of the other party, concerning any matter arising out of or relating to this Agreement, in any court other than one specified in this Section. If City prevails in any legal action to collect fees owed by Licensee under this Agreement, Licensee shall be liable for City's reasonable attorneys' fees and expenses.

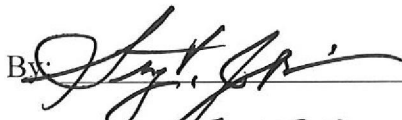
SECTION 21. GENERAL PROVISIONS

a. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. It may not be modified or amended except by a written instrument signed by both parties. This Agreement is binding upon the parties and the permitted successors, assigns, transferees and personal representatives of each of them.

IN WITNESS WHEREOF, the parties have entered into this Right-of-Way License Agreement by their duly authorized representatives as of the Effective Date.

Metro Fibernet, LLC

CITY OF WATERLOO, IOWA

By: 
Title: SR. VP OUTSIDE PLANT

By: _____
Quentin M. Hart, Mayor

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 9/8/2022

ATTACHMENTS:

Description	Type
▣ Amendment to Agreement for CARES Act Grants for Airport Projects	Backup Material

SUBJECT:

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.

Submitted by: Submitted By: Keith Kaspari, Airport Director

Recommended Action: Approve Staff's request as noted above.

This is a request, whereby Mayor Hart has already approved the agreement (See Page 2) of the attached, however, the FAA requested that we provide an amendment to the 2021 approval, by indicating the funds used via the three Grants received from Grant Nos: 48, 53 & 54.

This request by Staff is for above grant funds to be used, for the following purposes.

Summary Statement:

- > Terminal Building HVAC System Study and Design;
- > Hangar No: 1 and Hangar No: 2 Roof Repairs; (These two hangar buildings are currently leased to Livingston Aviation)
- > Hangar No: 3-A Maintenance Shop for the Installation of LED Lighting Fixtures; (This hangar building is currently leased to Livingston Aviation).
- > Hangar No: 4 Mold Remediation;
- > Installation of a Fire Truck Exhaust Ventilation System in the Airport Fire Station;
- > Installation of a CCTV System in the Airline Passenger Terminal Building; and,
- > Paving a Small Area between the East Face of the Fire Station and the West Face of Hangar No: 4.

Neighborhood Impact: As previously requested in 2021.

Data/Analysis and Strategies:	As previously requested in 2021.
Implementation, Accountability, and Communication:	All work is expected to be completed in C Y-2023.
Community Engagement Methods:	Not Applicable for this request by Staff.
Expenditure Required/Source of Funds:	Page 1 of the attached, totaling \$199,500 for professional services for the above work, and via the attached Exhibit B for a summary of the consultant cost.
Alternative:	No project alternatives have been identified for the use of the above grant funds.
Legal Descriptions:	Not Applicable for this request by Staff.



AECOM 319-232-6531 tel
501 Sycamore Street 319-232-0271 fax
Suite 222
Waterloo, Iowa 50703
www.aecom.com

AMENDMENT NO. 1 TO THE 12/20/21 CONSULTANT SERVICES AGREEMENT

FY 2021 CARES ACT PROJECTS

FAA AIP 3-19-0094-048

FAA AIP 3-19-0094-053

FAA AIP 3-19-0094-054

**WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA**

WHEREAS, a Consultant Services Agreement was entered into by the City of Waterloo (Client) and AECOM Technical Services, Inc. (ATS) dated December 20, 2021, for completing projects associated with the Cares Act Capital Improvement Projects; and

WHEREAS, the Client and ATS now desire to enter into a no cost Amendment No. 1 to separate the projects by FAA Cares Grant Numbers, as requested by the Client.

NOW THEREFORE, it is mutually agreed to amend the original Consultant Services Agreement as follows:

I. Project Description - No change. Original Consultant Services Agreement Attached (Exhibit A)

II. Scope of Services - No change. Original Consultant Services Agreement Attached (Exhibit A)

III. Compensation

A. Compensation for services for this project shall be a cost-plus fixed fee not-to-exceed One Hundred Ninety-Nine Thousand Five Hundred Dollars (\$199,500.00) separated by FAA Grant Numbers shown below:

FAA AIP 3-19-0094-048	\$ 34,700.00
FAA AIP 3-19-0094-053	\$118,100.00
FAA AIP 3-19-0094-054	\$ 46,700.00

See attached Exhibit B, Consultant Cost Summary.

IV. General Conditions

Except as specifically amended by this Amendment, Services shall be provided in accordance with the Individual Project Agreement (Exhibit A) and the Consultant Services Agreement for the Waterloo Regional Airport, entered between AECOM Technical Services, Inc. ("ATS") and the City of Waterloo ("Client") dated February 4, 2020.

APPROVED:
CITY OF WATERLOO, IOWA

APPROVED:
AECOM TECHNICAL SERVICES, INC.

By _____
Quentin M. Hart, Mayor

By _____
Douglas W. Schindel, P.E.
Associate Vice President

Date _____

Date _____

L:\Secure_DCS\Administration\AGREE\PROF\ALO FY21 Cares Act Projects Amendment 1.doc



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

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

**FY 2021 CARES ACT PROJECTS
FAA AIP 3-19-0094-048-2020
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA**

I. Project Description - See Attached Exhibit A, Scope of Services

II. Scope of Services - See Attached Exhibit A, Scope of Services

III. Compensation

- A. Compensation for services for this project shall be a cost-plus fixed fee not-to-exceed One Hundred Ninety-Nine Thousand Five Hundred Dollars (\$199,500.00). See attached Exhibit B, Consultant Cost Summary.

IV. General Conditions

Except as specifically amended by this Individual Project Agreement, Services shall be provided in accordance with the Consultant Services Agreement for the Waterloo Regional Airport, entered between AECOM Technical Services, Inc. ("ATS") and the City of Waterloo ("Client") dated February 4, 2020.

APPROVED:
CITY OF WATERLOO, IOWA

APPROVED:
AECOM TECHNICAL SERVICES, INC.

By Quentin Hart 
Quentin M. Hart, Mayor

By Douglas W. Schindel
Douglas W. Schindel, P.E.
Associate Vice President

Date 12/20/2021

Date December 6, 2021

EXHIBIT A

SCOPE OF SERVICES FOR FY 2021 CARES ACT PROJECTS FAA AIP 3-19-0094-048-2020 WATERLOO REGIONAL AIRPORT WATERLOO, IOWA

I. Project Description

The project is described as the projects associated with the CARES ACT Capital Improvement Projects. Projects contained in this agreement are shown as follows:

- Terminal Building HVAC System Study and Design
- Hangar #1 and Hangar #2 Roof Repairs
- Hangar #3 Maintenance Shop LED Lighting
- Hangar #4 – Mold Remediation
- Installation of Exhaust Ventilation System and Code Modifications for ARFF Station
- CCTV Security System
- Paving of Hangar No. 4 and ARFF Parking Areas and Roadway Access.

II. Scope of Services

The work to be performed by ATS includes the following tasks:

1. **Pre-Design Conference.** This task consists of a pre-design conference called by the Client and held between the Client, ATS and the FAA. The pre-design conference will be conducted by conference call. The purpose of this conference is to discuss various items relating to design parameters, airport safety, routing of aircraft and equipment, sequencing of construction operations, environmental considerations, and civil rights requirements. ATS will prepare and distribute an agenda and the minutes of this meeting. The minutes will document the requirements set forth in this pre-design conference. The project manager will be in attendance.
2. **Data Collection and Review.** This task consists of the collection of existing data applicable to this project and related to the proposed work site. The record drawings of completed projects including the terminal building remodel and the ongoing hangar project adjacent to Hangar No. 4, will be obtained.
3. **Terminal Building HVAC System Review and Study Report.** This task consists of a field review of the existing airport terminal building HVAC system, including the software used to control the system. Engineers will meet with airport staff to discuss concerns and problems with the existing HVAC control system and field review the system within the terminal building. A site review report will be completed and form the basis for the terminal building HVAC final design. The following elements are included in this task:
 - a. Conduct a site visit, including up to six hours on-site investigation, to evaluate/diagnose existing ALO terminal HVAC systems, including controls and electrical support systems, assess ARFF Building existing conditions, and collaborate with internal/external service providers.

- b. Conduct a project kickoff meeting via teleconference to meet with Waterloo Regional Airport management and maintenance staff to determine current ALO terminal HVAC system controllability issues, establish project goals and define action plan.
 - c. Kickoff meeting to be conducted in advance of the site visit to maximize site visit efficiency and field time (minimize site visit meeting time).
 - d. Review the Waterloo terminal renovation project HVAC record drawings (in AECOM possession).
 - e. Review the Waterloo terminal renovation project HVAC, control and operation manual submittals.
 - f. Review the Waterloo terminal renovation project specification manual.
 - g. Prepare a Preliminary Design Report, including recommendations and associated cost opinion(s) for modification to existing ALO Terminal HVAC systems and controls for improved performance and potential operating cost reduction.
4. **Field Survey and Mapping.** This task consists of a field survey to collect the following topographic information to assist in the preparation of the plans for the project in the area of the Hangar No. 4 Parking Lot and the Airport Fuel Farm:
 - Existing Survey Control Network
 - Existing Pavement Edges, Pavement Type, and Pavement Joint Intersections for PCC Pavement
 - Drainage Structures and Drainageways
 - Pavement Markings
 - Other Horizontal and Vertical Data Within the Survey Limits
5. **Final Design.** This task consists of the preparation of the final bid documents for each identified project, including specifications, drawings (as required) and cost estimates for the Hangar #1 and Hangar #2 Roof Repairs, Hangar #3 Maintenance Shop LED Lighting, Hangar #4 Mold Remediation, CCTV Security System, Hangar No. 4 Parking Lot, and the Terminal Building HVAC modifications. The final plans and/or specifications will set forth the requirements of the design phase.
6. **Final Project Specifications.** This task consists of the preparation of specifications for the project. The specifications will be in compliance with current City of Waterloo, Federal Aviation Administration and Iowa Department of Transportation requirements in effect at the time the specifications are prepared. We anticipate that bid packages will be prepared for seven projects: Hangar #1 and Hangar #2 Roof Repairs, Hangar #3 Maintenance Shop LED Lighting, Hangar #4 Mold Remediation, ARFF Station Exhaust and Code Modifications, Hangar No. 4 Parking Lot Improvements, CCTV Security System, and the Terminal Building HVAC modifications.
7. **Airspace Submittal.** This task consists of preparation and submittal of FAA 7460-1 forms electronically through the FAA's OEAAA website for temporary construction items, including contractor's staging area, access routes, work area limits and construction equipment. Air space forms will be submitted during design phase of project once element locations are defined for FAA determinations to be received

prior to anticipated construction start. Prior to making the 7460-1 submittal, plans showing the study point shall be provided for FAA review.

8. **Estimate of Probable Construction Cost.** This task consists of the preparation of an estimate of construction cost based upon the plans and specifications. This statement of probable construction cost prepared by the Consultant represents the Consultant's best judgment as a design professional at the time the estimate is drawn. It is recognized, however, that neither the Consultant nor the Client has any control over the cost of labor, materials or equipment; over the contractor's method of determining bid prices; or over competitive bidding or market conditions. Accordingly, the Consultant cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimates prepared by the Consultant.
9. **Quality Review.** This task consists of the quality review of work elements on the project. During the course of this project, quality reviews will be conducted by senior technical personnel not directly involved in the project.
10. **Bid Assistance.** This task consists of assisting the Client in advertising for bids, conducting the bid opening on-site, providing answers and interpretation of the bid documents to questions from bidders, analyzing the bids received, and preparing a recommendation of award to the Client. Project will be bid as five (5) separate bid packages. The following documents will be provided as part of this task:
 - Pre-Bid Conference Agenda and Minutes
 - Addenda
 - Tabulation of Bids
 - Letter of Analysis of Bids and Recommendation of Award
11. **Bid Document Interpretation.** This task consists of answering bid document interpretation questions from bidders, preparing and issuing any required addenda.
12. **Resident Review.** This task consists of limited on-site construction review at key critical construction operations to observe construction operations to determine compliance with contract documents. Site reviews will be documented in a construction journal. Coordination with airport tenants related to this project will be the responsibility of the Client. It is anticipated that this task is limited to 120 hours of on-site review for the seven projects.
13. **Labor and Payroll Reports.** This task consists of reviewing weekly labor and payroll reports for compliance with Davis-Bacon Act, conducting on-site employee interviews, conducting E.E.O. site inspections and completion of GSA Form 1445. Original documents will be submitted to the Client at completion of project for storage.
14. **Project Closeout.** This task consists of assisting the Client with project completion and final closeout documentation from the Contractor for the FAA by providing the required documentation as identified in the CARES Act FAQ and Sample Closeout Report provided by FAA Central Region on December 10, 2020.
 - Summary of DBE Utilization
 - Final Construction Report
 - As-Built Record Drawings

15. **Record Drawings.** This task consists of providing the Client with a copy of record drawings of the construction plans for the project based on the construction observation records of the review staff and contractor showing those changes made during construction considered significant. Two copies of the record drawings in electronic and reproducible format will be provided to the Client. One electronic copy would be for the FAA. Electronic drawings shall be in MicroStation V8 format.
16. **Project Administration.** This task consists of office administration and coordination of the project. Interoffice meetings, general day-to-day administrative responsibilities, and typing of interoffice memoranda and minutes of meetings are included in this task.

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FY 2021 CARES ACT PROJECTS

Waterloo Regional Airport
Waterloo, Iowa

FAA CARES No. 3-19-0094-0048-2020

Engineering Services

Consultant Cost Summary

I. Direct Labor Cost

<u>Category</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>	
Senior Professional	152	\$96.75	\$14,706.00	
Project Professional	420	\$72.40	\$30,408.00	
Staff Professional	218	\$52.70	\$11,488.60	
Professional	80	\$31.90	\$2,552.00	
CADD Operator II	0	\$37.45	\$0.00	
CADD Operator I	208	\$24.00	\$4,992.00	
Senior Technician	136	\$43.60	\$5,929.60	
Technician	16	\$30.35	\$485.60	
Project Support	90	\$36.55	\$3,289.50	\$73,851.30
	1320			

II.	Payroll Burden and Overhead Costs	130.70%	\$96,523.65
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III. Direct Project Expenses

<u>Category</u>	<u>Units</u>	<u>Rate/Unit</u>	<u>Amount</u>	
Mileage	2400	0.560	1,344.00	
Per Diem	1	50.00	50.00	
Lodging	1	90.00	90.00	
B/W Copies	1,000	0.06	60.00	
Color Copies	100	0.22	22.00	
Plan Copier	50	0.50	25.00	
EDM Equipment	4	12.50	50.00	
GPS Equipment	8	25.00	200.00	
Miscellaneous, Other			1,700.00	\$3,541.00

IV.	AECOM Estimated Actual Costs		\$173,915.95
		Rounded	\$173,900.00

V.	Subcontract Expense		\$0.00
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VI.	Estimated Actual Costs		\$173,900.00
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VII.	Fixed Fee (15% of Items I & II)	Rounded	\$25,600.00
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VIII.	Maximum Amount Payable		<u>\$199,500.00</u>
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Waterloo Regional Airport
Waterloo, Iowa
FAA CARES No. 3-19-0094-0048-2020

Engineering Services

Staff Hour Estimate

Item No.	Description	Senior Prof	Project Prof	Staff Prof	Prof	CADD Operator II	CADD Operator I	Senior Technician	Technician	Project Support	Totals
1	Pre-Design Conference	2		2							4
2	Data Collection and Review	8	8	8						4	28
3	Terminal Building HVAC System Study	8	88	16			8			16	136
4	Field Survey and Mapping		8					16	16		40
5	Final Design	24	160	80	60		120				444
6	Final Project Specifications	16	80	40						40	176
7	Airspace Submittal		4	8							12
8	Estimate of Probable Construction Costs	4	8	4						2	18
9	Quality Review	12									12
10	Bid Assistance	8		16							24
11	Bid Document Interpretation	4		16							20
12	Resident Review	40	40	20	20			120			240
13	Labor and Payroll Reports									16	16
14	Project Closeout	8	24								32
15	Record Drawings	2		8			80				90
16	Project Administration	16								12	28
	Total Design Services	152	420	218	80	0	208	136	16	90	1320

FY 2021 CARES ACT PROJECTS - Maintenance Projects - Hangars 1,2,3 & 4

Waterloo Regional Airport
Waterloo, Iowa

FAA CARES No. 3-19-0094-0048

Engineering Services

Consultant Cost Summary

I. Direct Labor Cost

<u>Category</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>	
Senior Professional	39	\$96.75	\$3,773.25	
Project Professional	64	\$72.40	\$4,633.60	
Staff Professional	38	\$52.70	\$2,002.60	
Professional	16	\$31.90	\$510.40	
CADD Operator II	0	\$37.45	\$0.00	
CADD Operator I	32	\$24.00	\$768.00	
Senior Technician	16	\$43.60	\$697.60	
Technician	0	\$30.35	\$0.00	
Project Support	12	\$36.55	\$438.60	\$12,824.05
	217			

II.	Payroll Burden and Overhead Costs	130.70%	\$16,761.03
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III. Direct Project Expenses

<u>Category</u>	<u>Units</u>	<u>Rate/Unit</u>	<u>Amount</u>	
Mileage	500	0.560	280.00	
Per Diem	0	50.00	0.00	
Lodging	0	90.00	0.00	
B/W Copies	200	0.06	12.00	
Color Copies	30	0.22	6.60	
Plan Copier	10	0.50	5.00	
EDM Equipment	0	12.50	0.00	
GPS Equipment	0	25.00	0.00	
Miscellaneous, Other			400.00	\$703.60

IV.	AECOM Estimated Actual Costs		\$30,288.68
		Rounded	\$30,300.00

V.	Subcontract Expense		\$0.00
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VI.	Estimated Actual Costs		\$30,300.00
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VII.	Fixed Fee (15% of Items I & II)	Rounded	\$4,400.00
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VIII.	Maximum Amount Payable		<u>\$34,700.00</u>
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FY 2021 CARES ACT PROJECTS - Maintenance Projects - Hangars 1,2,3 & 4

**Waterloo Regional Airport
Waterloo, Iowa**

FAA CARES No. 3-19-0094-0048

Engineering Services

Staff Hour Estimate

Item No.	Description	Senior Prof	Project Prof	Staff Prof	Prof	CADD Operator II	CADD Operator I	Senior Technician	Technician	Project Support	Totals
1	Pre-Design Conference	0	0	0	0	0	0	0	0	0	0
2	Data Collection and Review	4	0	0	0	0	0	0	0	0	4
3	Terminal Building HVAC System Study	0	0	0	0	0	0	0	0	0	0
4	Field Survey and Mapping	0	0	0	0	0	0	0	0	0	0
5	Final Design	4	24	16	12	0	16	0	0	0	72
6	Final Project Specifications	8	28	16	0	0	0	0	0	8	60
7	Airspace Submittal	0	0	0	0	0	0	0	0	0	0
8	Estimate of Probable Construction Costs	0	0	0	0	0	0	0	0	0	0
9	Quality Review	2	0	0	0	0	0	0	0	0	2
10	Bid Assistance	6	0	0	0	0	0	0	0	0	6
11	Bid Document Interpretation	2	0	0	0	0	0	0	0	0	2
12	Resident Review	6	4	4	4	0	0	16	0	0	34
13	Labor and Payroll Reports	0	0	0	0	0	0	0	0	0	0
14	Project Closeout	2	8	0	0	0	0	0	0	0	10
15	Record Drawings	1	0	2	0	0	16	0	0	0	19
16	Project Administration	4	0	0	0	0	0	0	0	4	8
	Total Services	39	64	38	16	0	32	16	0	12	217

FY 2021 CARES ACT PROJECTS - CCTV, HVAC & ARFF

Waterloo Regional Airport
Waterloo, Iowa

FAA CARES No. 3-19-0094-0053

Engineering Services

Consultant Cost Summary

I. Direct Labor Cost

<u>Category</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>	
Senior Professional	90	\$96.75	\$8,707.50	
Project Professional	268	\$72.40	\$19,403.20	
Staff Professional	126	\$52.70	\$6,640.20	
Professional	48	\$31.90	\$1,531.20	
CADD Operator II	0	\$37.45	\$0.00	
CADD Operator I	128	\$24.00	\$3,072.00	
Senior Technician	64	\$43.60	\$2,790.40	
Technician	0	\$30.35	\$0.00	
Project Support	45	\$36.55	\$1,644.75	\$43,789.25
	769			

II.	Payroll Burden and Overhead Costs	130.70%	\$57,232.55
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III. Direct Project Expenses

<u>Category</u>	<u>Units</u>	<u>Rate/Unit</u>	<u>Amount</u>	
Mileage	1400	0.560	784.00	
Per Diem	1	50.00	50.00	
Lodging	1	90.00	90.00	
B/W Copies	600	0.06	36.00	
Color Copies	40	0.22	8.80	
Plan Copier	30	0.50	15.00	
EDM Equipment	0	12.50	0.00	
GPS Equipment	0	25.00	0.00	
Miscellaneous, Other			900.00	\$1,883.80

IV.	AECOM Estimated Actual Costs		\$102,905.60
		Rounded	\$102,900.00

V.	Subcontract Expense		\$0.00
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VI.	Estimated Actual Costs		\$102,900.00
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VII.	Fixed Fee (15% of Items I & II)	Rounded	\$15,200.00
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VIII.	Maximum Amount Payable		<u>\$118,100.00</u>
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FY 2021 CARES ACT PROJECTS - CCTV, HVAC & ARFF

**Waterloo Regional Airport
Waterloo, Iowa**

FAA CARES No. 3-19-0094-0053

Engineering Services

Staff Hour Estimate

Item No.	Description	Senior Prof	Project Prof	Staff Prof	Prof	CADD Operator II	CADD Operator I	Senior Technician	Technician	Project Support	Totals
1	Pre-Design Conference	1		1							2
2	Data Collection and Review	2	2	2						1	7
3	Terminal Building HVAC System Study	8	88	16			8			16	136
4	Field Survey and Mapping		0					0	0		0
5	Final Design	0	0	0	0		0				0
	Terminal Bldg	10	40	32	24		48				154
	ARFF Vehicle Modifications		24	32	8						64
	CCTV	10	40		8	0	32	0	0		90
6	Final Project Specifications	4	40	16						16	76
7	Airspace Submittal		0	0							0
8	Estimate of Probable Construction Costs	2	2							0	4
9	Quality Review	6									6
10	Bid Assistance	2		8							10
11	Bid Document Interpretation	2		8							10
12	Resident Review	30	24	8	8			64			134
13	Labor and Payroll Reports									8	8
14	Project Closeout	4	8								12
15	Record Drawings	1		3			40				44
16	Project Administration	8								4	12
	Total Services	90	268	126	48	0	128	64	0	45	769

FY 2021 CARES ACT PROJECTS - Parking Lot

Waterloo Regional Airport
Waterloo, Iowa

FAA CARES No. 3-19-0094-0054

Engineering Services

Consultant Cost Summary

I. Direct Labor Cost

<u>Category</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>	
Senior Professional	23	\$96.75	\$2,225.25	
Project Professional	88	\$72.40	\$6,371.20	
Staff Professional	54	\$52.70	\$2,845.80	
Professional	16	\$31.90	\$510.40	
CADD Operator II	0	\$37.45	\$0.00	
CADD Operator I	48	\$24.00	\$1,152.00	
Senior Technician	56	\$43.60	\$2,441.60	
Technician	16	\$30.35	\$485.60	
Project Support	33	\$36.55	\$1,206.15	\$17,238.00
	334			

II.	Payroll Burden and Overhead Costs	130.70%	\$22,530.07
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III. Direct Project Expenses

<u>Category</u>	<u>Units</u>	<u>Rate/Unit</u>	<u>Amount</u>	
Mileage	500	0.560	280.00	
Per Diem	0	50.00	0.00	
Lodging	0	90.00	0.00	
B/W Copies	200	0.06	12.00	
Color Copies	30	0.22	6.60	
Plan Copier	10	0.50	5.00	
EDM Equipment	4	12.50	50.00	
GPS Equipment	8	25.00	200.00	
Miscellaneous, Other			400.00	\$953.60

IV.	AECOM Estimated Actual Costs		\$40,721.67
		Rounded	\$40,700.00

V.	Subcontract Expense		\$0.00
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VI.	Estimated Actual Costs		\$40,700.00
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VII.	Fixed Fee (15% of Items I & II)	Rounded	\$6,000.00
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VIII.	Maximum Amount Payable		<u>\$46,700.00</u>
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FY 2021 CARES ACT PROJECTS - Parking Lot

**Waterloo Regional Airport
Waterloo, Iowa**

FAA CARES No. 3-19-0094-0054

Engineering Services

Staff Hour Estimate

Item No.	Description	Senior Prof	Project Prof	Staff Prof	Prof	CADD Operator II	CADD Operator I	Senior Technician	Technician	Project Support	Totals
1	Pre-Design Conference	1		1							2
2	Data Collection and Review	2	6	6						3	17
3	Terminal Building HVAC System Study	0	0	0			0			0	0
4	Field Survey and Mapping		8					16	16		40
5	Final Design	0	32	0	8		24				64
6	Final Project Specifications	4	12	8						16	40
7	Airspace Submittal		4	8							12
8	Estimate of Probable Construction Costs	2	6	4						2	14
9	Quality Review	4									4
10	Bid Assistance			8							8
11	Bid Document Interpretation			8							8
12	Resident Review	4	12	8	8			40			72
13	Labor and Payroll Reports									8	8
14	Project Closeout	2	8								10
15	Record Drawings			3			24				27
16	Project Administration	4								4	8
	Total Services	23	88	54	16	0	48	56	16	33	334

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared:

ATTACHMENTS:

Description	Type
☐ Magellan Contract for Middle Mile Grant Application	Backup Material

SUBJECT:

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.

Submitted by: Submitted By: Bridgett Wood, Finance Manager

Recommended Action: Approval.

Summary Statement: The City is requesting to enter into a Professional Services Agreement with Magellan Advisors to prepare a grant application to the Department of Commerce NTIA Middle Mile grant program for the construction of a portion of a Fiber Backbone Network.

Expenditure Required/Source of \$80,000

Funds: This agreement will be funded using ARPA Fiscal Recovery Funds.

CITY OF WATERLOO, IOWA



Middle-Mile Grant Application

Prepared for:
Mayor Quentin Hart

Prepared by:
Courtney Violette
Magellan
cviolette@magellanbroadband.com
386-931-3520
magellanbroadband.com



Background, Experience & Capabilities

ABOUT MAGELLAN

Magellan is the leading turnkey broadband development firm for municipalities and utilities. We specialize in planning, designing and building fiber to the home networks for communities that need faster, more reliable high-speed internet. With over 17 years in business and over 400 municipal clients, Magellan is the most experienced firm for munis that want to enhance economic development, education, healthcare and the quality of life of their communities through world-class broadband.

Our staff understands the goals of local governments that recognize broadband as a policy issue. In our feasibility studies, we help educate, inform and direct municipalities to the most feasible options for solving local broadband issues. We work with internal and external stakeholders to build a profile of your community to determine the current state of broadband and identify key issues. Based on real-world solutions, we help you determine the best opportunities to close gaps and position your community for the future. We believe that every community is unique and customized broadband strategies are essential in every project we undertake. In every case, we have helped municipalities find and implement the right solutions to enhance local broadband.

We are the only firm that creates custom tailored broadband networks to achieve municipal objectives. Our networks deliver the fastest internet services at the lowest cost, while giving municipalities a platform to deploy smart city innovations that help them manage their communities. We've led the planning, funding, construction and management of over 50 fiber broadband networks passing over 1 million households and connecting more than 1,000 schools, hospitals, government offices and community organizations and totaling \$1 billion in investments. Magellan has helped more communities successfully plan, implement and manage broadband networks than any other firm in the market.

Magellan is trusted by over 400 municipalities and utilities to plan, engineer and build their broadband & smart city networks

400

MUNIS, UTILITIES
& CO-OPS

50

FIBER & WIRELESS
NETWORKS

900

THOUSAND HOMES
WITH FIBER

750

MILLION IN
NEW INVESTMENTS

Community Focused Fiber & Broadband Solutions



Broadband Planning

Feasibility studies, fiber master plans and business plans that give you real-world guidance and results you can count on when deploying fiber and broadband.



Grants & Funding

Funding strategy, grant writing and compliance for all major federal and state fiber and broadband grant programs.



Design Engineering

Cutting edge fiber and broadband engineering to connect more sites, more devices and more customers at the speed of light.



Turnkey Implementation

A single, trusted partner to manage your entire network implementation, with over 50 fiber and broadband deployed networks across the US.



Launch & Startup Support

From network integration, to billing, to customer service to tech support, we provide you with the most experienced resources to manage your fiber and broadband networks.



Retail ISP Services

LightSpeed, powered by Magellan Advisors serves your community with fast, reliable and affordable internet services, built on a culture of delivering superior service.



Scope of Work

Magellan Advisors will perform the following functions/tasks to prepare Waterloo's grant application package for the NTIA's Middle Mile Connectivity Grant program deadline of September 30, 2022 based on the requirements outlined in the Notice of Funding Opportunity (NOFO).

TASK 1: DEVELOP GRANT APPLICATION, SUPPORTING DOCUMENTS (PRE-AWARD)

Application registration and applicant ownership structure requirements:

- Completion of standard form 424 forms, DUNS, SAM/Unique Entity Identifier (UEI) registration and other federal certifications required for access and submission of grant application documents into Grants.gov.
- Compile all ownership, legal and corporate structure documentation including organization charts, articles of incorporation, By laws, and any other legal documents pertaining to the structure of the applicant.
 - Organizational charts
 - Bio's for key leadership members including consultants and contractors involved in the project
 - Coop bylaws and articles of incorporation and any amendments to those documents.

Financial and Technical requirements:

- Compile all required audited historic and pro forma financial statements as per the application guidelines.
- Document all proposed interconnection points and point-of-interest locations along the proposed route;
- Devise wholesale pricing structure for proposed service offerings for access to the proposed network
- Establish plans and negotiate agreements to obtain written interest/documentation from last mile providers in interconnecting with middle mile infrastructure planned to be deployed.
- Develop project timeline and milestone build out schedule showing project completion in year 5 or earlier in accordance with the enforceable buildout commitment outlined in the NOFO.
- Develop a capital investment schedule illustrating construction completion with service turn up within 5 years from the date of award obligation.

- Devise a matching fund strategy that includes both cash and In-kind matching assets to increase the chances for an award. Applicant match must be at least 30% of total project costs.
- Assist in obtaining Letters of Credit from your financial institutions.
- Develop all required narratives that explain the technical, operational, and financial readiness of the applicant including a detailed narrative description of the network design and topology with accompanying diagrams.

Community and state outreach/consultation requirements

- Conduct outreach to local and regional providers to establish partnerships to use the newly constructed middle mile network.
- Conduct outreach to local and community stakeholders including local and state governments) to obtain letters of support articulating the community's need for the project. Secure written letters of intent to join middle-mile network prior to application submission.
- Coordinate all required consultation with state broadband office officials regarding the project and obtain letters of support.

Research, stakeholder outreach and strategic planning to meet the NOFO's Labor requirements

- Develop written plans demonstrating compliance with Federal labor and employment laws across the applicant's workforce, and its contractors and subcontractors.
- Compile documentation on all Davis Bacon/Prevailing wage requirements pursuant to Iowa state law.
- Develop a workforce development and job training plan to achieve a "highly skilled workforce" in accordance with NTIA requirements,
- Compile documentation illustrating the use of registered apprenticeships or other joint labor-management training programs and other on the job training opportunities that serve all workers on the project team and lead to full time employment among contractors and subcontractors.
- Develop documentation illustrating that all members of the project team will have appropriate credentials, e.g., relevant pre-existing training, certification, and licensure;
- Establish plans to recruit historically underrepresented workers facing labor market barriers and ensuring they have reasonable access to the job opportunities created by the applicant in accordance with the NTIA NOFO.

Network resiliency requirements:

- Develop a strategic resiliency plan that documents the utilization of FEMA and NOAA disaster resiliency planning tools.
- All plans must explain how these tools were utilized to mitigate climate risks in the region to ensure the network is resistant to climate disasters.
- Preparation for Historic Preservation Assessment:
 - Identify possible Section 106 sites.
 - Preliminary review as to effects on tribal lands.
 - Section 106 National Historical Preservation Act with Iowa's State Historic Preservation Office (SHPO).
- Preparation for Environmental Requirements.
 - Identify possible sites, routes, building locations, tower locations, which might be affected.
 - Prepare Environmental Questionnaires for application.
 - Identify required federal, tribal, state, and local permits for later collection.
- Legal and organizational certifications and approvals.
- Forms of support letters from area stakeholders.

TASK 2: NTIA DUE DILIGENCE (PRE-AWARD AGENCY REVIEW PERIOD)

During the agency's program review period of the proposed project, Magellan will coordinate all due diligence activities and agency follow up on behalf of Waterloo to provide timely responses to all information requests seeking additional information from the applicant. These information requests could result after the FCC issues its final mapping data sometimes on Q4 which may impact the scope and service areas identified in the original application.

Magellan will bill these efforts on a time and materials basis as incurred.

TASK 3: GRANT AWARD ACCEPTANCE (PRE-AWARD)

If Waterloo is notified of an award, Magellan will support the review of all federal grant documents required by Commerce's National Telecommunications and Information Administration (NTIA) as grantor agency. Magellan will advise on the effects, pros and cons, of terms and conditions, in conjunction with Waterloo's legal counsel. Magellan will also prepare and/or review any documents required by Board to formally accept the grant.

These efforts are contingent on successful grant offer by NTIA to Waterloo.

Magellan will bill these efforts on a time and materials basis as incurred.

Timetable

Due to the short time frame for application submission (on or before September 30, 2022), Magellan will perform all tasks outlined above over the next 5 weeks. Awards are expected to be made and announced in March, 2023.

Cost

The total cost for the Waterloo Middle-Mile Grant Application is \$80,000, inclusive of travel expenditures, and includes all work to be completed by Magellan as stated in this proposal.

Magellan will bill twice – at start of work and upon completion and submittal of the grant application.

All work on NTIA Grant Due Diligence (Task 3) and Middle-Mile Grant Acceptance (Task 4) will be invoiced on time and materials basis, at \$180 hourly.

Magellan will bill on the first day of the month for the current month's services Travel and incidental expenses will be billed as incurred at a not to exceed rate of \$5,000. Invoices are payable on net 30 terms from the date of invoice.

Task/Description	Hours	Cost
1. Grant Application	N/A	\$75,000
2. NTIA Grant Due Diligence (T&M)	TBD	TBD
3. Middle-Mile Grant Acceptance (T&M).	TBD	TBD
Total for Magellan's Services		\$75,000
Travel		\$5,000
Total Not-to-Exceed		\$80,000

Signature & Acceptance

Signature of this Proposal by Client warrants that all components of this Proposal are acceptable to the City of Waterloo and that the person(s) signing this Proposal has the right, power and authority to execute the Proposal.

Magellan Advisors, LLC
999 18th Street, Suite 3000
Denver, CO 80202

City of Waterloo
715 Mulberry Street
Waterloo, IA 50703,

Print Name: Courtney Violette

Print Name:

Title: COO

Title:

Signature:

Signature:

Date:

Date:

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 9/8/2022

ATTACHMENTS:

Description	Type
□ Resolution	Backup Material
□ Resolution	Backup Material

SUBJECT:

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.

Submitted by:

Submitted By: LeAnn Even, Deputy City Clerk

Recommended Action:

Adopt resolution.

Summary Statement:

If the City plans to reimburse original expenditures made from available funds incurred in connection with projects to be financed by a later issue of bonds or notes, this resolution must be adopted before or within sixty (60) days after the original expenditure sought to be reimbursed (unless it is a "preliminary expenditure"). Preliminary expenditures, which are not subject to reimbursement rules, include architectural, engineering, survey costs and the like, which do not exceed twenty percent (20%) of the aggregate issue price of Notes issued for the project. Land acquisition, demolition and construction activities may not be treated as preliminary expenditures.

ITEMS TO INCLUDE ON AGENDA

CITY OF WATERLOO, IOWA

- 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.

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

September 19, 2022

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

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION 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" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

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

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

WHEREAS, the City anticipates making cash expenditures for one or more capital improvement projects, generally described below (each of which shall hereinafter be referred to as a "Project"); and

WHEREAS, the City reasonably expects to issue debt to reimburse the costs of a Project;
and

WHEREAS, the Council believes it is consistent with the City's budgetary and financial circumstances to issue this declaration of official intent.

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

Section 1. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2.

Section 2. That it is reasonably expected that capital expenditures will be made in respect of the following Project(s), from time to time and in such amounts as this Council determines to be necessary or desirable under the circumstances then and there existing.

Section 3. That the City reasonably expects to reimburse all or a portion of the following expenditures with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the City in the future.

Section 4. That the total estimated costs of the Project(s), the maximum principal amount of the bonds, notes or other indebtedness to be issued for the foregoing Project(s) and the estimated dates of completion of the Project(s) are reasonably expected to be as follows:

<u>Project</u>	<u>Fund from which original expenditures are to be Advanced</u>	<u>Total Estimated Cost</u>	<u>Amount of Borrowing Anticipated</u>	<u>Estimated Date of Completion</u>
Sewer Clarifier	Sewer	\$700,000	\$700,000	March 2023

Section 5. That the City reasonably expects to reimburse the above-mentioned Project costs not later than the later of eighteen months after the capital expenditures are paid or eighteen months after the property is placed in service, but in no event more than three (3) years after the original expenditure is paid.

Section 6. That this Resolution be maintained by the City Clerk in an Official Intent File maintained in the office of the Clerk and available at all times for public inspection, subject to such revisions as may be necessary.

PASSED AND APPROVED this 19th day of September, 2022.

Mayor

ATTEST:

City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2022.

(SEAL)

ITEMS TO INCLUDE ON AGENDA

CITY OF WATERLOO, IOWA

- 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.

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

September 19, 2022

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

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION 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" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

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

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

WHEREAS, the City anticipates making cash expenditures for one or more capital improvement projects, generally described below (each of which shall hereinafter be referred to as a "Project"); and

WHEREAS, the City reasonably expects to issue debt to reimburse the costs of a Project;
and

WHEREAS, the Council believes it is consistent with the City's budgetary and financial circumstances to issue this declaration of official intent.

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

Section 1. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2.

Section 2. That it is reasonably expected that capital expenditures will be made in respect of the following Project(s), from time to time and in such amounts as this Council determines to be necessary or desirable under the circumstances then and there existing.

Section 3. That the City reasonably expects to reimburse all or a portion of the following expenditures with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the City in the future.

Section 4. That the total estimated costs of the Project(s), the maximum principal amount of the bonds, notes or other indebtedness to be issued for the foregoing Project(s) and the estimated dates of completion of the Project(s) are reasonably expected to be as follows:

<u>Project</u>	<u>Fund from which original expenditures are to be Advanced</u>	<u>Total Estimated Cost</u>	<u>Amount of Borrowing Anticipated</u>	<u>Estimated Date of Completion</u>
Sewer Clarifier	Sewer	\$700,000	\$700,000	March 2023

Section 5. That the City reasonably expects to reimburse the above-mentioned Project costs not later than the later of eighteen months after the capital expenditures are paid or eighteen months after the property is placed in service, but in no event more than three (3) years after the original expenditure is paid.

Section 6. That this Resolution be maintained by the City Clerk in an Official Intent File maintained in the office of the Clerk and available at all times for public inspection, subject to such revisions as may be necessary.

PASSED AND APPROVED this 19th day of September, 2022.

Mayor

ATTEST:

City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2022.

(SEAL)

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 9/12/2022

SUBJECT:

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.

Submitted by:

Submitted By: Bridgett Wood, Finance Manager

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/19/2022

Prepared: 9/16/2022

SUBJECT:

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.

Submitted by:

Submitted By: Randy Bennett, Public Works Division Manager

CITY OF WATERLOO

Council Communication

An ordinance amending Title 1, Administration, Chapter 4, Mayor and City Council.

City Council Meeting: 9/19/2022

Prepared: 9/12/2022

ATTACHMENTS:

Description	Type
☐ Ordinance as proposed	Backup Material

SUBJECT:

Motion to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances by repealing Title 1, Administration, Chapter 4, Mayor and City Council and enacting in lieu thereof a new Title 1, Administration, Chapter 4, Mayor and City Council.
Motion to suspend the rules.

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

Submitted by:

Submitted By: Kelley Felchle, City Clerk

TITLE 1
ADMINISTRATION
CHAPTER 4
MAYOR AND CITY COUNCIL

SECTION:

- 1-4-1: ROLE OF MAYOR
- 1-4-2: ROLE OF CITY COUNCIL MEMBERS
- 1-4-3: COMPENSATION OF MAYOR AND CITY COUNCIL MEMBERS
- 1-4-4: COUNCIL MEMBER COMMUNICATIONS WITH CITY EMPLOYEES
- 1-4-5: COUNCIL MEMBERS AND THE EMPLOYEE DISCIPLINARY PROCESS
- 1-4-6: QUORUM
- 1-4-7: MEETINGS
- 1-4-8: STANDING COMMITTEES OF COUNCIL
- 1-4-9: SPECIAL COMMITTEES
- 1-4-10: ALL MEETINGS AND RECORDS OPEN TO THE PUBLIC
- 1-4-11: METHOD OF KEEPING MINUTES
- 1-4-12: GIFT LAW

1-4-1: ROLE OF MAYOR:

The mayor is the chief executive officer of the city, head of the executive branch of the city, ceremonial head of the city and, when present at a council meeting, is presiding officer of the council. As head of the executive branch of the city, the mayor oversees the daily administration of the city by supervising and directing all city employees and departments. The mayor shall recommend the appointment of department heads with the consent of council. The mayor shall not vote on any measure. The mayor may appoint city council members to serve as non-voting liaisons to city boards and commissions established under title 2 of this code. (Ord. 5585, 12-14-2020)

1-4-2: ROLE OF CITY COUNCIL MEMBERS:

City council is the legislative body of the city and exercises its powers and duties as a quorum of council members during open meetings. City council is responsible for enacting laws and setting policy by which the city takes action. (Ord. 5585, 12-14-2020)

1-4-3: COMPENSATION OF MAYOR AND CITY COUNCIL MEMBERS:

A. The mayor of the city shall receive an annual salary of ninety-four thousand dollars (\$94,000.00) for the calendar year beginning January 1, 2020 and an annual salary adjustment each subsequent July 1 thereafter, starting July 1, 2020, equal to the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W), current series, U.S. All items, as determined by comparing the December index for the year just ended with the December index for the calendar year preceding it.

B. Each member of the council shall receive an annual salary of nine thousand two hundred seventy-two dollars and twenty-two cents (\$9,272.22) for the calendar year beginning January 1, 2020 and an annual salary adjustment each subsequent July 1 thereafter, starting July 1, 2020, equal to the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), current series, U.S. All items, as determined by comparing the December index for the year just ended with the December index for the calendar year preceding it.

C. In the event that there is no percentage change increase as described in subsections A and B of this section in any given year, then the salary of the mayor and the salary of each member of the council shall not be increased in any such year. (Ord. 5585, 12-14-2020)

1-4-4: COUNCIL MEMBER COMMUNICATIONS WITH CITY EMPLOYEES:

A. Council members shall refrain from becoming directly involved in the administrative activities and daily responsibilities of employees. Council members may make inquiries of department heads or their designee, for the limited, legitimate purpose of informing themselves regarding agenda items or important affairs of an immediate and urgent nature. The mayor may choose to establish formal procedure for council-department head interaction and department

head support of council committees. Council members may ~~fully and freely~~ discuss with the mayor anything pertaining to city affairs.

B. Council members shall avoid situations that can result in city employees being directed, intentionally or unintentionally, by one or more members of the council. While council member interaction with the city's employees is unavoidable, giving direction regarding other city employees, duties, working conditions, supervisors, etc., is discouraged. If an employee voices a concern or complaint with them, council members may listen to such concerns and complaints, and shall then refer any such complaints back to the mayor, or if the mayor is involved in the matter, to the human resources director, for follow up and action if needed. Council members may remind the city's employees that they have a number of resources at their disposal to address employment issues if needed, including the employee handbook, or following the grievance procedures set forth in their collective bargaining agreement in the case of a union employee. This section shall not be construed as prohibiting or discouraging employees from reporting criminal acts or serious acts of personal misconduct that violate the employee handbook.

C. In situations in which an employee approaches a council member and the communication does not involve a complaint or concern with regard to other city employees, duties, working conditions, supervisors, or other terms of employment, council members may freely speak with the employee.

D. Nothing herein shall diminish a council members' constitutional right to free association or speech with any city employee during any city employee's time when not in work status. (Ord. 5585, 12-14-2020)

1-4-5: COUNCIL MEMBERS AND THE EMPLOYEE DISCIPLINARY PROCESS:

A. Council members shall not become involved in disciplinary matters and the disciplinary or investigative process except where adopted city policy or state law may allow such participation.

B. Council members shall operate within the city's established chain of command. The established chain of command requires the mayor, department heads, managers, and supervisors to oversee and direct their workforce on behalf of the city. The human resources director and mayor are required to ensure city policies are consistently applied across all departments. This is to avoid inconsistent or political influences in the investigative or disciplinary process, which may lead to arbitration, civil service proceedings, or litigation. (Ord. 5585, 12-14-2020)

1-4-6: QUORUM:

A majority of the whole number of members of the council to which the city is entitled shall be necessary to constitute a quorum. The number of members needed for a quorum of the city council is four (4). Less than a quorum may adjourn and compel the attendance of members. (Ord. 5585, 12-14-2020)

1-4-7: MEETINGS:

A. Regular Meetings: Regular meetings of the city council shall be held on the first and third Mondays of each month at council chambers in city hall at five thirty o'clock (5:30) P.M., or at such other designated place other than council chambers pursuant to subsection F of this section. When a meeting date falls on a day designated by the city as a holiday, the regular meeting shall be held on the following evening at five thirty o'clock (5:30) P.M. in the council chambers at city hall, or at such other designated place other than the council chambers. The city council may adjourn a regular meeting to any date it may deem proper.

B. Special Meetings: Special meetings of the city council may be called by the mayor or by any four (4) council members, by serving a written notice of the special meeting to the city clerk not less than seventy two (72) hours prior to the meeting. Only such business may be transacted at a special meeting as is mentioned or referred to in the notice of the meeting. Special meetings shall be held in ~~council chambers~~city hall, or at such other designated place other than ~~the council chambers~~city hall pursuant to subsection F of this section. The city clerk shall deliver notice of the meeting to council members via email and to their city-issued mailbox no later than twenty four (24) hours prior to the meeting. Every attempt shall be made to confirm council members are in receipt of the notice of special meeting and are aware that said meeting is to take place.

C. Work Session: Work session meetings of the city council may be held on the first and third Mondays of each month at council chambers in city hall, or at such other designated place other than council chambers pursuant to subsection F of this section. When a meeting date falls

on a day designated by the city as a holiday, the work session shall be held on the following evening in the council chambers at city hall, or at such other designated place other than the council chambers. City council may hold work sessions to review matters which are expected to come before city council for formal action at a regular meeting or otherwise need study and advance consideration. Items to be considered shall be listed on the agenda and shall state the approximate start time for each item following the first. Any topic discussed during a work session shall not be on the regular agenda on the same date, unless an emergency arises. City council recommendations for future action, when necessary, shall be made in the form of a motion and approved by a majority vote. Motions made during work sessions shall be limited to recommendations for further study, placing a topic on a regular or special session agenda for a vote, to cease further action, or to delay discussing a topic until a certain date. Motions made during work sessions shall not bind council members to vote in favor or against an item on a regular or special session agenda.

D. Planning Session: Planning session meetings of the city council shall be held only on the fifth Monday of a month at council chambers in city hall at five thirty o'clock (5:30) P.M., or at such other designated place other than the council chambers pursuant to subsection F of this section. When a meeting date falls on a day designated by the city as a holiday, the planning session meeting shall be held on the following evening at five thirty o'clock (5:30) P.M. in council chambers at city hall, or at such other designated place other than the council chambers. The purpose of the meeting shall be for council to discuss future projects, policies, strategic planning, or any other matter consistent with the purview of the city council. The city council shall not conduct any other business at the meeting except to authorize the payment of bills or to approve emergency agenda items.

E. Closed Session: Iowa Code section 21.5 outlines specific instances where cities are allowed to discuss city business in closed session prior to voting on the matter in open session. Before entering into closed session, the city attorney will make a statement to the city council and public noting the reason for adjourning to closed session and that the reason complies with a specific section of Iowa Code. City council must then make an affirmative, public vote equal to the lesser of two-thirds of the members of the body or all of the members present at the meeting to enter into closed session. Once in closed session, discussion must remain germane to the topic for discussion listed on the agenda. Final action on any item must take place in open session.

1. Matters discussed in closed session are sensitive in nature, where public disclosure of such information may be detrimental to the city. Elected officials and city staff shall follow article 4B of this chapter, with respect to matters discussed and information presented in closed session meetings.

F. Change of Location: Regular, special, work session, or planning session meetings of the city council may be held at such other designated place other than ~~council chambers in~~ city hall as the city council may deem advisable and necessary; provided, however, such designation of a meeting place other than the council chambers in city hall shall be by city council resolution. Notice of such change of meeting place shall be given to the public by publication as provided by Iowa Code section 362.3.

G. Electronic Meetings: A meeting of the city council may be conducted electronically only when a meeting in person is impossible or impractical and only if:

1. The council members participating in the meeting at each location by telephone or video can hear and be heard by all council members, provided that if any participant is hearing impaired other suitable means of communication are provided. If the meeting is conducted by email or video, the council members participating in the meeting shall, to the extent possible, have access to a reliable internet connection.

2. The city council provides public access to the conversation of the meeting to the extent reasonably possible.

3. The city council complies with Iowa Code section 21.4. For the purpose of this paragraph, the place of the meeting is the place from which the communication originates or where public access is provided to the conversation.

4. Minutes are kept of the meeting. The minutes shall include a statement explaining why a meeting in person was impossible or impractical.

H. Informal Meetings: Council members may hold meetings other than those outlined in this chapter. At such informal meetings, no legislative business may be transacted, and city business cannot be discussed if four council members are present, unless there has been compliance with open meeting laws. At informal meetings where a quorum is not present, council members may receive informational briefings from staff, make site visits, receive public comments, or engage in informal discussion. (Ord. 5585, 12-14-2020)

1-4-8: STANDING COMMITTEES OF COUNCIL:

The mayor may create and appoint no fewer than three (3) council members to standing committees of the council. Committee members shall be appointed at the first meeting in January or at the time a vacancy occurs. A chair shall be selected from the members of the committee. Nothing shall preclude the city council from acting as deemed necessary without the input of a committee in the case of an emergency to conduct the business of the city. Each of the following committees shall specifically be assigned the following responsibilities and other duties as deemed appropriate:

A. Finance Committee: This committee shall review travel requests, budget line item amendments, expenditure pre-authorizations, and refund requests for sanitation services in accordance with city finance policies and procedures. The committee shall meet prior to each regular session and planning session. (Ord. 5585, 12-14-2020)

1-4-9: SPECIAL COMMITTEES:

A. The mayor or a quorum of the city council may appoint members to temporary advisory or ad hoc committees consisting of council members, staff, and/or private citizens, as deemed desirable and necessary to assist and advise the mayor or city council. Members of city council-appointed committees shall abide by Iowa Open Meeting Laws.

B. The special committee shall prepare and deliver a final report of its findings to the mayor if created by the mayor or city council if created by the city council. The special committee shall be considered discharged upon delivery of the final report. (Ord. 5585, 12-14-2020)

1-4-10: ALL MEETINGS AND RECORDS OPEN TO THE PUBLIC:

A. The city shall comply with Iowa Code chapters 21 and 22 regarding open meeting and open record laws.

B. All meeting agendas shall be legally posted on the city website and on the lobby wall, directly outside the city clerk's office located on the first floor of Waterloo City Hall, 715 Mulberry Street, and shall be timely furnished to those media enterprises that have filed a written request for notice with the city. (Ord. 5585, 12-14-2020)

1-4-11: METHOD OF KEEPING MINUTES:

A. Minutes of all city council meetings shall be maintained by the city clerk as a permanent record. A record shall be made of the names and addresses of persons addressing council and a summary of their remarks. A record shall be made of each member moving and seconding a motion, resolution, ordinance, or amendment. Minutes shall be available for viewing by any member of the public during normal city hall business hours as soon as the minutes of the meeting are complete. Minutes shall be made available no later than the close of business on the Friday prior to the next regular council meeting.

B. Council members shall notify the city clerk prior to the start of the meeting if a correction to the previous meeting's minutes is suggested to allow the city clerk time to verify that such a correction is required. (Ord. 5585, 12-14-2020)

1-4-12: GIFT LAW:

A public official, public employee, candidate, or that persons immediate family member, shall abide by Iowa Code section 68B.22. (Ord. 5585, 12-14-2020)

ARTICLE A.
RULES OF PROCEDURE

SECTION:

1-4A-1: AUTHORITY

1-4A-2: INTERPRETATION

1-4A-3: AMENDMENTS TO RULES OF PROCEDURE

1-4A-4: PARLIAMENTARY RULES TO GOVERN

1-4A-5: ORDER OF SEATING

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1-4A-7: PRESIDING OFFICER

- 1-4A-8: PRESIDING OFFICER DEBATE AND VOTING
- 1-4A-9: COUNCIL MEETING DECORUM
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- 1-4A-11: COUNCIL MEMBER PRESENTATIONS
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- 1-4A-21: MOTION TO CALL THE PREVIOUS QUESTION
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- 1-4A-~~27~~²⁸: TIE VOTE
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- 1-4A-~~29~~³⁰: CONFLICT OF INTEREST
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- 1-4A-~~32~~³³: PUBLIC COMMENT SECTION OF THE AGENDA
- 1-4A-~~33~~³⁴: PUBLIC COMMENT DURING PUBLIC HEARINGS
- 1-4A-~~34~~³⁵: PUBLIC COMMENT DURING REGULAR SESSION AND SPECIAL SESSION AGENDA ITEMS
- 1-4A-~~35~~³⁶: PUBLIC COMMENT DURING WORK SESSION AND PLANNING SESSION, MEETINGS
- 1-4A-~~36~~³⁷: VIOLATING RULES OF PUBLIC PARTICIPATION AND SERGEANT AT ARMS

1-4A-1: AUTHORITY:
The city council shall adopt and enforce its own reasonable rules concerning the conduct of city council meetings pursuant to Iowa Code sections 21.7 and 372.13(5). (Ord. 5585, 12-14-2020)

1-4A-2: INTERPRETATION:
The city attorney or city clerk shall be considered the final authority on any questions regarding the application or interpretation of this article. (Ord. 5585, 12-14-2020)

1-4A-3: AMENDMENTS TO RULES OF PROCEDURE:
The rules listed in this article shall be in effect upon their adoption by ordinance and until such time as they are amended. These rules listed in this article shall be amended by a two-thirds vote of all of the members of the city council and only if the proposed amendments have been introduced into the record at a prior meeting. (Ord. 5585, 12-14-2020)

1-4A-4: PARLIAMENTARY RULES TO GOVERN:
In all cases not provided for herein, the city council shall use the most recent edition of Robert's Rules of Order to decide questions of parliamentary procedure, where it may be applicable and appropriate. (Ord. 5585, 12-14-2020)

1-4A-5: ORDER OF SEATING:
Council members shall occupy the respective seats in the council chambers assigned to them by the mayor. (Ord. 5585, 12-14-2020)

1-4A-6: OFFICIAL ACTION:

City council shall exercise power only in a duly convened meeting by passing a motion, resolution, amendment, or an ordinance. No motion, resolution, amendment, or ordinance shall be debated unless it receives a second. (Ord. 5585, 12-14-2020)

1-4A-7: PRESIDING OFFICER:

A. The mayor shall be the presiding officer of the city council. In the mayor's absence, the mayor pro tem shall be the presiding officer. The mayor pro tem shall immediately relinquish the chair upon arrival of the mayor. In the absence of the mayor and the mayor pro tem, the city clerk shall call the meeting to order, and a temporary presiding officer shall then be selected by majority vote of the council members present. Upon arrival of the mayor or mayor pro tem, the temporary presiding officer shall immediately relinquish the chair.

B. The responsibilities of the presiding officer during council meetings include but are not limited to the following:

1. Call the meeting to order.
2. Announce the order of business as provided in the agenda.
3. State motions on the table and who opens debate.
4. Put motions to a vote, when appropriate.
5. Announce the council's decision on all subjects.
6. Prevent irrelevant or frivolous debate or discussion.
7. Maintain order and decorum.
8. Decide all questions of order.
9. Enforce city rules or policies pertaining to city council meeting procedures.
10. Recognize the right of council members to appeal parliamentary procedure.

C. Appeal of Parliamentary Decision: A council member may appeal a parliamentary decision made by the presiding officer. A motion to appeal the decision of the presiding officer requires a second and is debatable. ~~If an appeal is made,~~ The city council shall decide the question by a majority vote. (Ord. 5585, 12-14-2020)

1-4A-8: PRESIDING OFFICER DEBATE AND VOTING:

A. The mayor as presiding officer may debate, but may not make a motion or vote. The mayor pro tem as presiding officer or a temporary presiding officer may debate, vote as a regular council member, and retain all the powers of a council member. The presiding officer is subject to the limitations of debate that are imposed on all council members.

B. The mayor pro tem or a temporary presiding officer shall be counted as a council member when determining whether a quorum exists.

C. The mayor pro tem or temporary presiding officer shall affix his or her signature on documents that require the mayor's signature. With regard to measures passed by the council, the mayor pro tem may sign the measure or may take no action as provided by Iowa Code section 380.6(3), in which case the measure becomes effective pursuant to said section. However, the mayor pro tem or temporary presiding officer shall not have the power to veto a measure. In the event the mayor pro tem or temporary presiding officer takes no action on a measure and the mayor resumes his or her office within fourteen (14) days of the measure's passage by the council, the mayor may sign or veto the measure within the fourteen (14) day period. (Ord. 5585, 12-14-2020)

1-4A-9: COUNCIL MEETING DECORUM:

A. The presiding officer shall preserve order and decorum, prevent attacks on personalities and the impugning of council members' motives, confine council members in deliberation and debate to the question under discussion, and decide all questions of order. Council members shall not attack the personalities or motives of other members and shall limit deliberation and debate to the question on the table. Council members shall be required to compel the presiding officer to enforce rules of decorum, debate, speaking, and conduct listed in this Article by raising a point of order.

B. Every member of the public and every council member desiring to speak shall address the presiding officer, only upon recognition by the presiding officer, and shall confine comments to the question under debate, avoiding inappropriate language and personal attacks. (Ord. 5585, 12-14-2020)

1-4A-10: SPEAKING DURING PUBLIC MEETINGS - COUNCIL MEMBER:

A. When two (2) or more council members address the presiding officer at once, the presiding officer shall name the member who is to speak. Council members shall refrain from discourse while another member or the presiding officer is speaking. Cell phone and email use shall be limited during any city council meeting.

B. Council members shall only speak once until each member choosing to speak shall have spoken.

~~C. Council members shall only have the floor for a maximum of three (3) minutes each time they have the floor. Council members may request time in addition to the allotted three (3) minutes. Such requests for additional time shall be made to the presiding officer and granted at the presiding officer's discretion.~~

~~D.~~ The presiding officer may make a call to order if a council member violates rules of decorum, and upon such a call, the council member shall immediately cease speaking. The council member may appeal to the presiding officer for an opportunity to explain the remarks. If no appeal is made, the decision of the presiding officer shall be conclusive, but if the member shall appeal from the decision of the presiding officer, the city council shall decide the question without debate by majority vote. (Ord. 5585, 12-14-2020)

Commented [CM1]: Reject deletion. A majority of council members expressed they wanted time limits placed on council discussion each time a member has the floor.

Commented [CM2]: Reject deletion.

1-4A-11: COUNCIL MEMBER PRESENTATIONS:

A. Work Session: Pursuant to subsection 1-4A-14A2, a council member proposing an agenda item shall work with the city clerk to schedule a work session. City staff and other council members may not make presentations during the time allotted for the proposing council member's work session unless requested by the proposing council member. The proposing council member may schedule subsequent work sessions on the same topic, except when a vote of the council prohibits further pursuit of the topic. When scheduling the work session presentation, the proposing council member shall tell the city clerk the following:

1. The estimated amount of time needed to make the presentation and answer questions.
2. If the presentation will include a power point or handouts, the power point or handout shall be included in the agenda packet.
3. If speakers other than the council member will deliver remarks to the city council as part of the presentation.

Council members making presentations during work sessions may utilize computer presentations, written materials, or other visual aids to present the topic. These materials shall not be utilized during the regular session meeting but may be included in the regular session agenda packet.

B. City Council Meeting: When a work session topic sponsored by a council member is approved by the city council to move to the regular session agenda for a vote, the council member shall receive the first opportunity to speak by the presiding officer. The council member shall follow section 1-4A-10 when speaking, and may not relinquish their time to speak to any other council member, member of the public, or party interested in the topic. (Ord. 5585, 12-14-2020)

1-4A-12: COUNCIL MEMBER ABSENCE:

Council members who are unable to attend a scheduled meeting shall notify the mayor or city clerk prior to the meeting. (Ord. 5585, 12-14-2020)

1-4A-13: COUNCIL PARTICIPATION VIA TELEPHONE OR VIDEO:

A council member who is physically unable to attend a meeting may participate via telephone or video. They shall provide a reliable telephone number or internet connection, a quiet environment, join the meeting by five thirty o'clock (5:30) P.M., and attempt to remain on the phone or connected to the video conference for the entire meeting. (Ord. 5585, 12-14-2020)

1-4A-14: PLACING ITEMS ON THE AGENDA:

A. All agenda items and supporting materials are due to the city clerk's office at a date and time designated by the city clerk on the Wednesday two (2) weeks prior to the regular session, work session, finance committee, and planning session. The city clerk may adjust the agenda item deadline when holidays shorten a workweek. The process for adding items to the agenda

varies for staff, council, and the mayor. Ordinance or amendment changes shall follow subsection 1-4A-17D. Agenda items shall be added as follows:

1. Mayor and Staff: Mayor and staff members shall submit agenda items using the agenda management software.
2. Council Members: Council members shall submit regular session and work session agenda items to the mayor and city clerk and shall do so by the deadline designated by the city clerk. Items submitted by council members shall be reviewed by the city attorney, city clerk, or appropriate staff and be placed on a work session agenda for discussion and review prior to being placed on the regular agenda for a vote. Council members shall submit planning session agenda items to the mayor and city clerk for review and addition to the planning session agenda.
- B. A tentative agenda and packet shall be available to the council one week prior to the regular session, work session, planning session, and finance committee meeting.
- C. The finalized agenda and packet shall be available to the public at the close of business of the Wednesday preceding the council meeting. The mayor has final approval of all items listed on the agenda submitted by staff members. Once finalized, the mayor may withdraw any item prior to the council meeting and shall do so in writing in the form of an amendment notice provided to city council at the start of the meeting. The amendment notice shall include a reason for withdrawing the item. City council may choose to keep the item on the agenda by a majority vote. (Ord. 5585, 12-14-2020)

1-4A-15: AFFIRMATIVE MOTIONS:

- A. All motions, resolutions, ordinances shall be listed on the agenda in the form of an affirmative motion to enact, adopt, approve or other appropriate language. The council members who move and second the motion are not required to vote in favor of the item during the roll call or voice vote.
- B. A motion to rescind an ordinance or resolution shall not be placed on the agenda in the affirmative. (Ord. 5585, 12-14-2020)

1-4A-16: ORDER OF BUSINESS FOR REGULAR MEETINGS:

- A. Business for a regular meeting may be ordered as follows:
 1. Roll call.
 2. Invocation or moment of silence.
 3. Pledge of allegiance.
 4. Approval of agenda, as proposed or amended.
 5. Approval of minutes of the previous meeting.
 6. Presentations or recognitions.
 7. Public comment.
 8. Consent agenda. ~~.(The consent agenda is reserved for routine resolutions and motions, acted upon by roll call vote on a single motion without discussion. Council shall either vote yea or nay when the roll is called. Council members may request that an item be removed an item from the consent agenda and considered separately. Such request does not require a second. The public shall be prohibited from requesting that items listed on the consent agenda be removed and considered separately. The public may contact council members with questions regarding consent agenda items.)~~
 - 9. Items that may appear on the consent agenda include but are not limited to the following:
 - a. Resolution of bills.
 - b. Setting date of public hearing.
 - c. Assessment cancellation.
 - d. Water kills.
 - e. CLURA/CURA applications.
 - f. Waiver for a concrete driveway application.
 - g. Bid awards.
 - h. Noise variance.
 - i. Travel request approval.
 - j. License/Permit approval.
 - k. Board/commission/employee appointments.
 - l. Bonds.
 - m. Request to seek proposals.

- n. Approval of change orders.
- 109. Remainder of the agenda may include but is not limited to the following:
 - a. Public hearings.
 - b. Resolutions.
 - c. Ordinances.
 - d. Other council business (reserved for approval of non-routine motions and revocation hearings).
 - e. Executive session.
 - f. Adjournment.

B. The mayor or city council shall have the authority to vary from this schedule to expedite the conduct of business or accommodate persons having business to be considered by city council. (Ord. 5585, 12-14-2020)

1-4A-17: MAYOR'S ROLE IN APPROVING LEGISLATION:

A. The mayor may veto an ordinance, amendment, or resolution within fourteen (14) days after passage. The mayor shall explain the reasons for the veto in a written message to the city council at the time of the veto. Within thirty (30) days after the mayor's veto, the city council may pass the measure again by a vote of not less than two-thirds of all of the members of the council. If the mayor vetoes an ordinance, amendment, or resolution, and the council re-passes the measure after the mayor's veto, a resolution becomes effective immediately upon re-passage, and an ordinance or amendment becomes effective when the ordinance or a summary thereof is published, unless a subsequent effective date is provided within the ordinance or amendment.

B. If the mayor takes no action on an ordinance, amendment, or resolution, a resolution becomes effective fourteen (14) days after the date of passage. An ordinance or amendment becomes effective when the ordinance or a summary of the ordinance is published, but not sooner than fourteen (14) days after the date of passage, unless a subsequent effective date is provided within the ordinance or amendment. (Ord. 5585, 12-14-2020)

1-4A-18: ORDINANCE:

A. An ordinance is a legislative act prescribing a general, uniform, and permanent rule of conduct relating to the corporate affairs of the municipality. City council action shall be taken by ordinance when required by law or to prescribe permanent rules of conduct that continue in force until repealed or amended. The city council may amend any ordinance it deems appropriate by following subsection D of this section.

B. All ordinances require three (3) readings to adopt. The second reading shall be at least five (5) days after the first reading unless waived. Upon a vote of not less than three-fourths of all of the members of the city council, the rule requiring the second or third readings of an ordinance may be suspended so that council may proceed with final adoption of the ordinance following its first reading. Council members shall consider matters of public safety, economic development, and time sensitive issues when deciding to suspend the rules.

C. An ordinance signed by the mayor becomes effective when the ordinance or a summary of the ordinance is published, unless a subsequent effective date is provided within the ordinance or amendment.

D. The following procedure shall be followed for adopting an ordinance:

1. An ordinance proposed by a city employee or elected official shall be reviewed by the city attorney or city clerk, and then be placed on a work session agenda for review by council. A draft of the ordinance shall be included in the agenda packet. Unless further discussion is required, the ordinance shall be placed on the next regular session meeting agenda.

2. The title of each ordinance shall in all cases be read prior to its passage. A council member may make a motion to amend language in the ordinance prior to the adoption of the first reading. The city attorney or city clerk shall make a determination of whether the material language of the amendment is appropriate prior to council members taking a vote. Following approval of the first reading, council members shall not make motions to amend the proposed ordinance to make material changes to the language. Non-substantive edits such as corrections for spelling or punctuation errors shall be allowed.

3. If an ordinance fails at any stage of its adoption, the ordinance shall be considered defeated.

4. Traffic and zoning ordinance changes are not required to be placed on a work session for discussion prior to a vote on the regular agenda.

E. In all cases of adoption, repeal or amendment of an ordinance, the ayes and nays shall be taken and entered on record, but a failure thus to enter them shall not invalidate the action of the council. In all other cases, if any council member requires it, and the motion is seconded, the ayes and nays on any question shall be taken and entered upon the minutes. (Ord. 5585, 12-14-2020)

1-4A-19: RESOLUTION:

A. A resolution is a formal statement of policy or order for action. City council action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired, or where a more complete written record is appropriate.

B. Resolutions require one reading and the approval of a majority of all of the members of the council. They become effective once signed by the mayor and are subject to the mayor's power to veto or take no action.

C. Mayor And Staff: Mayor and staff members shall submit resolutions to the agenda in accordance with subsection 1-4A-14A1 of this code.

D. Council members shall submit proposed resolutions in accordance with subsection 1-4A-14A2 of this code. (Ord. 5585, 12-14-2020)

1-4A-20: MOTION:

A. A motion is a measure passed by the city council directing that a specific action be taken on behalf of the municipality. A motion becomes effective upon passage.

B. No motion shall be put or debated unless seconded. When a motion is seconded, it shall be stated by the presiding officer before debate, and every motion shall be reduced to writing if required by the presiding officer or any council member.

C. After a motion or resolution is stated by the presiding officer, it shall be deemed to be in possession of the city council, but may be withdrawn at any time before decision; however, if any amendment has been proposed or adopted, the motion or resolution shall not be withdrawn without the consent of the mover of the amendment.

D. If a question in debate contains several distinct propositions, any member may have the question divided when the sense admits of it, prior to the vote thereon.

E. In all cases where a resolution or a motion is entered on the minutes of the city council, the name of the council member moving the resolution or motion shall also be entered. (Ord. 5585, 12-14-2020)

1-4A-21: MOTION TO CALL THE PREVIOUS QUESTION:

A motion to call the previous question may be made to any immediately pending debatable or amendable motion. The motion is out of order when another council member has the floor, must receive a second, and must be approved by two-thirds majority vote of a quorum of the city council. If the motion carries, all debate must cease and the question shall be immediately put to a vote. (Ord. 5585, 12-14-2020)

1-4A-22: MOTION TO ADJOURN:

A. A motion to adjourn the city council shall be in order except:

1. When a council member is in possession of the floor.
2. While the council members are voting.
3. When adjournment was the last preceding motion.
4. When it has been decided that the previous question shall be taken.

B. A motion to adjourn the meeting may be made at the end of the public meeting. The city council may make a motion to adjourn to a specific date and time in the future. A motion to adjourn to a future date and time is open to debate and may be amended. (Ord. 5585, 12-14-2020)

1-4A-23: MOTION TO AMEND:

A. A motion to amend an amendment shall be in order, but to amend an amendment to an amendment shall not be entertained.

B. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different subject shall not be in order. (Ord. 5585, 12-14-2020)

1-4A-24: MOTION TO POSTPONE:

A motion to postpone, if seconded and approved by majority vote of the city council, shall postpone an agenda item to either a specific date and time or indefinitely. Any item on the agenda, which is to be considered on a specific, future date and time shall be postponed to that meeting rather than tabled. (Ord. 5585, 12-14-2020)

1-4A-25: MOTION TO RECONSIDER:

A. A motion to reconsider shall be made by a council member who voted on the prevailing side, or by those who were absent and did not vote upon the motion to be reconsidered. The motion may be seconded by any council member.

B. A motion may be reconsidered at any time during the same council meeting. A motion for reconsideration being once made and decided in the negative, shall not be renewed before the next meeting. A motion to reconsider may be made during the first meeting held after the item was considered by the city council. A motion to reconsider shall be made during the other council business portion of the agenda. If the motion to reconsider is approved by majority vote, the agenda item will be placed on the agenda the following week for a vote.

C. A motion to reconsider may be made by a council member at the first council meeting after that item was considered and voted upon by council. Other than the same meeting as originally voted upon or the first meeting after that original vote, a motion to reconsider is out of order.

D. A motion to reconsider shall not be made to an affirmative vote on a contract and the party has been notified of the outcome, the provisions of the motion have been partially carried out, a vote has caused something to be done that cannot be undone, or some other parliamentary motion can obtain the same result. (Ord. 5585, 12-14-2020)

1-4A-26: MOTION TO RESCIND:

Council members may rescind any vote by a majority vote, provided notice of the motion to rescind has been given at the previous meeting. If notice was not provided at a previous meeting, a vote may be rescinded by a two-thirds vote. City staff may place a motion to rescind on the agenda when it is procedurally necessary to rescind a vote. (Ord. 5585, 12-14-2020)

1-4A-27: POINT OF ORDER:

A. A council member shall raise a point of order when they believe a violation of the rules contained in this Article has occurred. The presiding officer shall immediately provide a ruling and enforce the rules of this Article. If the presiding officer does not know the answer to the point of order, the presiding officer may refer the question to the city attorney or city clerk.

B. A point of order is in order when another council member has the floor, it does not require a second, is not debatable, is not amendable, and cannot be reconsidered. The city council may appeal the decision of the presiding officer. Appeals of a ruling made by the presiding officer shall be made in accordance with Section 1-4A-7(c) of this Article.

C. Timeliness: a point of order shall be raised at the time the breach of the rules of this Article occurs. A point of order shall not be made at the time the question has been put to a vote.

1-4A-~~27~~²⁸: TIE VOTE:

When a tie vote occurs, the motion fails. (Ord. 5585, 12-14-2020)

1-4A-~~28~~²⁹: ABSTENTIONS:

All council members are required to vote on an item unless they have a direct interest, in which case, they shall abstain from voting. A direct interest could be a familial, business, or financial tie to an agenda item. Abstentions shall only be used in the case of a conflict of interest. An abstention declared for any reason other than a conflict of interest shall be recorded as a vote in the affirmative. (Ord. 5585, 12-14-2020)

1-4A-~~29~~³⁰: CONFLICT OF INTEREST:

A. Any council member present at any meeting may disqualify themselves or abstain from voting in case of a conflict of interest, in which case the disqualification shall be publicly declared and a record made thereof.

B. A conflict of interest shall be recorded in the minutes as an abstention and the vote shall be calculated based on the number of members not disqualified based on the conflict.

C. Public meetings and formal action during those meetings are occurrences where appearances are as important as substance. The test of whether the appearance of a conflict of interest is present is as follows: "Would a disinterested person, having been apprised of the totality of a council member's personal interest in a matter being acted upon, be reasonably justified in thinking that partiality may exist?"

D. Prior to taking office, each council member shall complete a conflict of interest declaration form. Said forms shall be filed with the chief financial officer, and council members shall be required to disclose additional conflicts of interest as they arise thereafter.

E. In order to assure their independence and impartiality on behalf of the common good, council members shall not use their official positions to influence government decisions in which they have a material financial, business, or personal interest, in accordance with Iowa Code sections 68B.2A and 362.5. (Ord. 5585, 12-14-2020)

1-4A-~~30~~31: CONFLICT OF INTEREST PROTEST:

Council members seeking to disqualify a council member from participating in a decision based on a conflict of interest shall raise the challenge as soon as the basis for disqualification is made known or reasonably should have been made known prior to the issuance of the decision. Appeals shall be made to the presiding officer who will then confer with the city attorney. (Ord. 5585, 12-14-2020)

1-4A-~~31~~32: GENERAL RULES FOR PUBLIC PARTICIPATION:

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. (Ord. 5585, 12-14-2020)

1-4A-~~32~~33: PUBLIC COMMENT SECTION OF THE AGENDA:

A. Individuals shall speak one (1) time on only one (1) issue for a maximum of ~~five (5)~~three (3) minutes ~~only if they have registered with the city clerk's office no later than four o'clock (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.~~During the public comment section of the agenda. The public shall not be required to pre-register to speak during public comment. Individuals shall only speak on matters not listed on the regular session agenda for that date. Any matter presented shall be directed to the presiding officer and addressed, if necessary, after the meeting.

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

C. City staff shall not be required to provide an immediate answer to a matter presented during a council meeting unless it specifically pertains to an item on the agenda. (Ord. 5585, 12-14-2020)

1-4A-~~33~~34: 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 four o'clock (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. (Ord. 5585, 12-14-2020)

1-4A-~~34~~35: PUBLIC COMMENT DURING REGULAR SESSION AND SPECIAL SESSION 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. (Ord. 5585, 12-14-2020)

1-4A-~~35~~³⁶: PUBLIC COMMENT DURING WORK SESSION AND PLANNING SESSION, MEETINGS:

A. Work Session: The city council shall not receive any public comment during a work session.

B. Planning Session: The ~~city council shall only receive public~~public may only -comment on bill payments and ~~emergency~~agenda items ~~not deemed planning session discussion topics~~ listed on a planning session agenda. On only these items and at the discretion of the presiding officer, individuals may speak for a maximum of three (3) minutes. ~~Public comment on bill payments and emergency items shall be conducted in accordance with section 1-4A-33 of this article.~~ The city council shall not receive any public comment during the meeting on agenda items designated as planning discussion topics. (Ord. 5585, 12-14-2020)

Commented [CM3]: Updated wording to give presiding officer discretion over whether public comment will be received.

1-4A-~~36~~³⁷: VIOLATING RULES OF PUBLIC PARTICIPATION AND SERGEANT AT ARMS:

Violations of the rules for public participation listed in this article shall be addressed at the presiding officer's discretion. The chief of police or designee shall serve as the sergeant at arms for meetings of the city council. The presiding officer may direct the sergeant at arms to eject anyone from the council meeting for disruptions of any kind. (Ord. 5585, 12-14-2020)

ARTICLE B.
CONFIDENTIAL INFORMATION

SECTION:

- 1-4B-1: PURPOSE
- 1-4B-2: SCOPE
- 1-4B-3: INTERPRETATION
- 1-4B-4: CONFIDENTIAL INFORMATION
- 1-4B-5: CLOSED SESSIONS
- 1-4B-6: VIOLATION

1-4B-1: PURPOSE:

The purpose of this article is to establish rules for elected officials and employees concerning the dissemination of confidential information and emphasize their duty to protect the city from liability or financial loss by disseminating confidential information. (Ord. 5585, 12-14-2020)

1-4B-2: SCOPE:

Confidential information shall include but not be limited to the following: information deemed confidential pursuant to Iowa Code section 22.5, information presented during closed session meetings, and legal, personnel, property, and economic development matters. Questions regarding whether information should remain confidential should be referred to the city attorney, city clerk, or appropriate staff member. (Ord. 5585, 12-14-2020)

1-4B-3: INTERPRETATION:

This article shall not be construed to prohibit reporting bona fide violations of law or city policy to a proper authority or agency for investigation. (Ord. 5585, 12-14-2020)

1-4B-4: CONFIDENTIAL INFORMATION:

A. Elected officials and employees shall respect the confidentiality of information concerning the property, personnel, or affairs of the city. An elected official or employee shall not knowingly disclose information that they know or reasonably should know is confidential information, regardless of the source of the information, without legal authorization. If an issue arises as to whether information is confidential, the city attorney shall provide a legal opinion.

B. An elected official or employee shall not knowingly use or disclose any information gained in the course of or by reason of his or her official position, and which has not been made

public, to advance his or her financial interests or to further the financial interests of any family member or business relationship.

C. Elected officials and employees shall not disseminate information concerning pending or threatened litigation to which the city is a party or threatened to be made a party, which could reasonably be interpreted as an admission of liability on behalf of the city or which a reasonable person would interpret as being prejudicial to the interests of the city, unless compelled to do so by law. (Ord. 5585, 12-14-2020)

1-4B-5: CLOSED SESSIONS:

Information discussed or to be discussed in closed session is confidential, shall remain confidential, and is not to be discussed outside the closed session. Information discussed in closed session may be discussed during a regular session or special session of the city council when action is required by council. This section shall apply to any individual present for a close session meeting. (Ord. 5585, 12-14-2020)

1-4B-6: VIOLATION:

A. Disclosing confidential information may have detrimental effects on the city including its finances and reputation, elected officials individually, staff members, and citizens. Elected officials and employees are encouraged to ask questions and seek and heed the advice of city staff, insurance providers, and legal counsel when involved in matters that are confidential in nature.

B. Complaints alleging violation of this article shall be reported in writing to the mayor, or if the mayor is involved, to the mayor pro tem. The complaint shall include specific, detailed information to support the allegation. The complaint shall then be referred to the city attorney or appropriate staff member for investigation.

C. Violations of this article may include but are not limited to the following penalties:

1. Censure: Censure may apply to elected officials and proceedings shall be conducted in accordance with ~~article~~ Article 1-4C-4D of this code. Censure should only be exercised when members can objectively prove a violation of the policy has occurred and can ensure that further disclosure of confidential information will not take place as a byproduct of censuring an elected official.

2. Personal Liability: An elected official may be personally liable if acts in the performance of a duty are performed with intentional misconduct or knowing violation of the law, or for a transaction from which the person derives an improper personal benefit. (Ord. 5585, 12-14-2020)

ARTICLE C

CODE OF ETHICAL CONDUCT

SECTION:

1-4C-1: PURPOSE

1-4C-2: DEFINITIONS

1-4C-3: SCOPE

1-4C-4: STANDARDS OF CONDUCT

1-4C-5: EX-PARTE COMMUNICATIONS

1-4C-6: DISCLOSURE OF INTEREST AND RECUSAL PROCEDURES

1-4C-7: ADVISORY OPINIONS

1-4C-8: REPORTING OF ETHICS VIOLATION OF A MEMBER

1-4C-9: PENALTIES, FORFEITED POSITION, EXEMPTIONS; INJUNCTIONS

1-4C-10: DISTRIBUTION OF CODE OF ETHICS

1-4C-1: PURPOSE:

Accepting a position as an elected official or appointed member of a governmental body of the City of Waterloo carries with it the acceptance of trust placed on that individual by the public to strive to further the interest of all citizens and operate an effective local government. This Article establishes a common set of principles and standards by which elected and appointed members of a governmental body of the City of Waterloo shall conduct themselves in order to garner and preserve public trust. The City of Waterloo believes ethical misconduct is a serious

Commented [CM4]: Changes made throughout the Article. Please re-read.

violation of public trust and therefore this Article establishes disciplinary measures to deter such misconduct.

1-4C-2: SCOPE:

This article shall apply to all elected and appointed members of governmental bodies of the City of Waterloo. This article shall not apply to city employees serving on governmental bodies of the City of Waterloo.

1-4C-3: DEFINITIONS:

For the purpose of this Article, the following words and phrases shall have the meanings ascribed to them by this Section.

A. ADVISORY BOARD: Any ad hoc committee, board, committee, or commission of the city that functions in an advisory or study capacity to aid a governmental body in decision-making.

B. BUSINESS ENTITY: A sole proprietorship, partnership, firm, corporation, estate, association, holding company, joint-stock Company, receivership, trust, or any other entity recognized by law.

C. GOVERNMENTAL BODY: Shall mean the same as the term governmental body, as defined by Iowa Code Section 21.2(1).

D. KNOWINGLY: A person acts with knowledge, with respect to the nature of their conduct or to circumstances surrounding their conduct when they are aware of the nature of their conduct or that the circumstance exists. A person acts knowing or with knowledge, with respect to a result of their conduct when they are aware that their conduct is reasonably certain to cause the result.

E. MEMBER: Any elected individual and any appointed member of a board, commission, advisory board, or committee established by a governmental body by ordinance, resolution, charter, or state law. For the purposes of this Article, city employees shall be excluded from the definition of member.

F. SUBSTANTIAL INTEREST: Means the following:

1. A person has a substantial interest in the business entity if:
 - a. the interest is ownership of five percent (5%) or more or six thousand dollars (\$6,000) or more of fair market value of the business entity; or
 - b. funds received by the person from the business entity exceed five percent (5%) of the person's gross income for the previous year; or
 - c. the person holds a position of member of the board of directors or other governing board of the business entity; or
 - d. the person serves as an elected officer of the business entity' or
 - e. the person is an employee of the business entity; or
 - f. the person is a creditor, debtor, or guarantor of the business entity in the amount of six thousand dollars (\$6,000.00) or more; or
 - g. property of the person has been pledged to the business entity or is subject to a lien in favor of the business entity in the amount of six thousand dollars (\$6,000.00) or more.
2. A person does not have a substantial interest in a business entity if:
 - a. the person has been designated by the city council to serve as a member of the board of directors or other governing board of a business entity; and
 - b. the person receives no remuneration, either directly or indirectly, for their service on such board; and
 - c. the primary nature of the business entity is either charitable, non-profit, or governmental.
3. A person has a substantial interest in real property if the interest is an equitable or legal ownership interest with a fair market value of six thousand dollars (\$6,000.00) or more.
4. A person has a substantial interest under this ordinance if the person's spouse or a person related to the person in the first degree by consanguinity or affinity has a substantial interest under this ordinance. A person is related in the first degree of consanguinity to their father, mother, brother, sister, son, or daughter. A person is related in the first degree of affinity to their father-in-law, mother-in-law, brother's spouse, sister's spouse, son-in-law, or daughter-in-law.

1-4C-4: STANDARDS OF CONDUCT:

A. General Principles: Members shall comply with the laws of the United States, the State of Iowa, and the City of Waterloo, Iowa's ordinances, resolutions, and policies in the performance of their public duties.

B. Conduct of Members: Members shall treat the public, city employees, and fellow members in a respectful manner. During and outside of meetings of a governmental body, members shall strive to discuss city business in an informed and factual manner.

C. Public Meetings: Members shall prepare themselves for all public meetings, listen attentively to all public discussions, hearings, and presentations, and participate in the business of the governmental body.

D. No member, directly or indirectly, or by others on their behalf or their request, or suggestion shall knowingly do the following:

1. engage in any private business, transaction, or employment or have any substantial interest therein, which is incompatible or in conflict with the proper and impartial discharge of their duties on behalf of the city or which would be in violation of conflict of interest prohibitions found at Iowa Code Section 68B.2A, or which would violate provisions of Iowa Code Section 362.5(2);

2. represent any private party before the governmental body on which the member sits or over which the member has appointment or budgetary powers;

3. disclose without authorization or use to further a personal interest, confidential information acquired in the course of their official duties;

4. grant or influence the granting of any special consideration, advantage or favor, to any person, group firm, or corporation beyond that which is the general practice to grant or make available to the public at-large;

5. accept anything of economic value such as money, service, gift, loan gratuity, favor or promise thereof for the purpose and intent of which is to influence any such member in the exercise of their official judgment, power, or authority, unless specifically exempted by Iowa Code Section 68B.22;

6. make personal use of staff, vehicles, equipment, materials, or property of the city except in the course of their official duties or as duly authorized through the proper process.

7. participate in the appointment, vote for the appointment, or discussion of any appointment of an immediate family member or business associate or use their position, directly or indirectly, to effect the employment status of an immediate family member or business associate to any city office or position, paid or unpaid; and

8. receive or have any financial interest in any sale to the city of any real estate when such financial interest was received under circumstances, which would lead a reasonable person to expect that the city intended to purchase, condemn, or lease said real estate.

1-4C-5: EX-PARTE COMMUNICATIONS:

In any such quasi-judicial matter (e.g. personnel decisions, condemnation proceedings, zoning rules, matters involving the issuance of a permit or license, or other such matter) or the award of a contract before a governmental body, a member of that governmental body shall not communicate with or accept a communication from a person for which there are reasonable grounds for believing to be a party to the matter being considered, if such communication is designed to influence the councilor's, board member's, or officer's actions on that matter. If such communication should occur, the member shall disclose it at an open meeting of the governmental body prior to its consideration of the matter.

1-4C-6: DISCLOSURE OF INTEREST AND RECUSAL FROM VOTING:

Whenever a matter comes before the governmental body as to which any conflict of interest standard applies to one of its members, as prescribed in Section 1-4C-4, the following provisions shall apply:

A. A member shall disclose the existence of any substantial interest in a business entity or real property involved in any decision pending before a member or the governmental body of which the individual is a member.

B. Following such disclosure, the member shall not participate in any consideration, discussion, or vote on the matter before the governmental body.

C. The member shall not, during any part of the meeting of the governmental body pertaining to the matter requiring the disclosure, represent, advocate on behalf of, or otherwise act as the agent of the person or business entity in or with which the member has such an interest or relationship.

1-4C-7: ADVISORY OPINIONS:

A. Where any member has a doubt as to the applicability of any provision of this Article to a particular situation, they may request an advisory opinion from the city attorney. The individual shall have the opportunity to present their interpretation of the facts at issue and of the applicability of this Article to the city attorney before such advisory opinion is made. The member shall seek an advisory opinion from the city attorney when they first become aware that a conflict may exist.

B. Until amended or revoked, any advisory opinion shall be binding on the city in any subsequent actions concerning the member who sought the opinion and acted on it in good faith, unless material facts were omitted or misstated in the request for the advisory opinion.

1-4C-8: REPORTING OF ETHICS VIOLATION OF A MEMBER:

A. Elected Official: Procedures for reporting complaints concerning elected officials under this Article shall follow Sections 1-4D-3 of this Code.

B. All Other Members – Contents of Complaint: Any member may file a written complaint concerning an alleged violation of this Article by a member of a governmental body that is not appointed to an elected position. The complaint shall include the following:

1. Specific allegations and supporting evidence of specific conduct alleged to violate this code or adopted city policy.
2. Specific references to code sections or adopted city policies the complainant alleges were violated. Copies of the code section or policy shall be included with the complaint.
3. Complaints must include specific dates the alleged violations occurred.

C. Filing: The complaint shall be filed with the city clerk. Complaints must be filed within three (3) months of discovering the alleged violation. Complaints filed after the time limitation shall be rejected.

D. Investigation: The city clerk shall forward the complaint to the mayor, city attorney, or other proper authority to conduct an investigation to determine whether the allegations in the complaint violate this code or city policy. The city clerk shall also forward the complaint to the accused individual.

E. Report: Within thirty (30) calendar days from the date a complaint is filed, the mayor shall produce a written report stating whether a preponderance of evidence exists to support the complaint. A resolution recommending disciplinary action shall be placed on the city council agenda for a vote within fourteen (14) days of the date of the report and the report shall be included as an exhibit to the resolution. If the report is in the negative, the complaint shall not proceed to disciplinary action. A negative report may recommend corrective action be taken by the accused to prevent further issue.

1-4C-9: PENALTIES, FORFEITED POSITION, EXEMPTIONS; INJUNCTIONS:

A. Except where otherwise provided by State law, it is not the intent of this Article that violations therefore be subject to criminal penalties.

B. Whenever it is determined by a preponderance of evidence that any member has violated any provision of this Article, such individual shall be subject to discipline. Discipline may include the following:

1. Council Members: Any alleged violation of this Article is grounds for censure and shall follow the rules for carrying out censure as listed in Sections 1-4D-4 and 1-4D-5 of this Code.
2. Appointed Members: Any member appointed to serve on a governmental body of the City of Waterloo shall be subject to discipline as determined by the city council. The city council shall be limited to the following disciplinary action:
 - a. Censure: Censure by the city council shall be executed in accordance with Section 1-4D-4 of this Code. References to city council members shall apply to appointed members.
 - b. Removal From Appointed Position: The city council may, by resolution, remove a member of a governmental body. Such resolution shall require an affirmative

vote of five members of the city council to pass. Any individual removed from an appointed position on a governmental body of the City of Waterloo shall be prohibited from being appointed to any other governmental body of the City of Waterloo.

1-4C-10: DISTRIBUTION OF CODE OF ETHICS:

Each member shall receive a copy of this Article before entering into the duties of their office or position. Any individual that receives a copy of this Article shall sign a written statement acknowledging receipt, understanding, and agreeing to abide by this Article.

1-4C-1: PURPOSE:

Accepting a position as an elected official or appointed official of the City of Waterloo carries with it the acceptance of trust placed on that individual by the public to strive to further the interest of all citizens and operate an effective local government with integrity. In addition, public decision-making should be open and accessible to the public at large. To preserve the public trust, elected and appointed public officials shall adhere to the following principles:

1. shall represent and work towards the public interest and not towards private or personal interests;
2. shall accept and maintain the public trust to the degree that preserves and enhances the public's confidence in their government officials;
3. shall exercise leadership with integrity and in a manner that builds public trust;
4. shall recognize the proper role of all government bodies and the relationships between other government bodies;
5. shall demonstrate respect for others and for other positions; and
6. shall comply with both the letter and spirit of the laws and policies affecting the operations of government.

1-4C-2: DEFINITIONS:

For the purpose of this Article, the following words and phrases shall have the meanings ascribed to them by this Section:

—A. Advisory Board shall mean any ad hoc committee, board, committee, or commission of the city that functions in an advisory or study capacity to aid a governmental body in decision making.

—B. Business Entity shall mean a sole proprietorship, partnership, firm, corporation, estate, association, holding company, joint stock Company, receivership, trust, or any other entity recognized by law.

—C. Governmental body shall mean the same as term governmental body defined by Iowa Code Section 21.2(1).

—D. Knowingly shall mean a person acts with knowledge, with respect to the nature of their conduct or to circumstances surrounding their conduct when they are aware of the nature of their conduct or that the circumstance exist. A person acts knowing or with knowledge, with respect to a result of their conduct when they are aware that their conduct is reasonably certain to cause the result.

—E. Member shall mean any elected individual and any appointed member of a board, commission, advisory board, task force, or committee established by the mayor, a governmental body by ordinance, resolution, or charter, or state law.

—F. Substantial Interest shall mean:

1. A person has a substantial interest in the business entity if:
 - a. the interest is ownership of ten percent (10%) or more or five thousand dollars (\$5,000) or more of fair market value of the business entity; or
 - b. funds received by the person from the business entity exceed ten percent (10%) of the person's gross income for the previous year; or
 - c. the person holds a position of member of the board of directors or other governing board of the business entity; or
 - d. the person serves as an elected officer of the business entity' or
 - e. the person is an employee of the business entity; or
 - f. the person is a creditor, debtor, or guarantor of the business entity in the amount

~~of five thousand dollars (\$5,000.00) or more; or~~

~~g. property of the person has been pledged to the business entity or is subject to a lien in favor of the business entity in the amount of five thousand dollars (\$5,000.00) or more;~~

~~2. A person does not have a substantial interest in a business entity if:~~

~~a. the person has been designated by the city council to serve as a member of the board of directors or other governing board of a business entity; and~~

~~b. the person receives no remuneration, either directly or indirectly, for their service on such board; and~~

~~e. the primary nature of the business entity is either charitable, non-profit, or governmental;~~

~~3. A person has a substantial interest in real property if the interest is an equitable or legal ownership interest with a fair market value of two thousand five hundred dollars (\$2,500.00) or more.~~

~~4. A person has a substantial interest under this ordinance if the person's spouse or a person related to the person in the first degree by consanguinity or affinity has a substantial interest under this ordinance. A person is related in the first degree of consanguinity to their father, mother, brother, sister, son, or daughter. A person is related in the first degree of affinity to their father-in-law, mother-in-law, brother's spouse, sister's spouse, son-in-law, or daughter-in-law.~~

~~1-4C-3: SCOPE:~~

~~This article shall apply to all:~~

~~1-4C-4: STANDARDS OF CONDUCT:~~

~~—A. General Principles: Members shall comply with the laws of the United States, the State of Iowa, and the City of Waterloo, Iowa's ordinances and policies in performance of their public duties. Members shall work for the common good of the people of Waterloo, Iowa and not for an individual person or personal interest.~~

~~—B. Conduct of Members and Conduct of Meetings: Professional and personal conduct of members must be above reproach and must avoid even the appearance of impropriety. Members shall refrain from abusive conduct and should also refrain from making personal charges or verbal attacks upon the character or motives of other members. Members shall treat the public, city employees, and fellow members in a respectful manner. During and outside of meetings of a governmental body, members shall strive to discuss city business in an informed and factual manner.~~

~~—C. Public Meetings: Members shall prepare themselves for all public meetings, listen attentively to all public discussions, hearings, and presentations, and participate in the business of the governmental body. Members shall refrain from interrupting speakers, making personal comments not pertaining to the business of the governmental body, from making any comments that are inappropriate or otherwise interfere with the orderly conduct of the meetings. Members shall conduct themselves according to the rules established by city ordinance, resolution, Iowa law, and by laws of the board or committee. Members shall base their decisions on the merit and substance of the matter at hand and not upon a political, personal, or unrelated considerations in decision making.~~

~~—D. No member, directly or indirectly, or by others on their behalf or their request, or suggestion shall:~~

~~1. engage in any private business, transaction, or employment or have any substantial interest therein, which is incompatible or in conflict with the proper and impartial discharge of their duties on behalf of the city or which would be in violation of conflict of interest prohibitions found at Iowa Code Section 68B.2A, or which would violate provisions of Iowa Code Section 362.5(2);~~

~~2. represent any private party before the governmental body on which the member sits or over which the member has appointment or budgetary powers;~~

~~3. disclose without authorization or use to further a personal interest, confidential information acquired in the course of their official duties;~~

~~4. grant or influence the granting of any special consideration, advantage or favor, to any person, group firm, or corporation beyond that which is the general practice to grant or make available to the public at large;~~

~~5. accept anything of economic value such as money, service, gift, loan gratuity, favor or promise thereof for the purpose and intent of which is to influence any such member in the exercise of their official judgment, power, or authority, unless specifically exempted by Iowa Code Section 68B.22;~~

~~6. make personal use of staff, vehicles, equipment, materials, or property of the city except in the course of their official duties or as duly authorized through the proper process;~~

~~7. participate in the appointment, vote for the appointment, or discussion of any appointment of an immediate family member or business associate or use their position, directly or indirectly, to effect the employment status of an immediate family member or business associate to any city office or position, paid or unpaid; and~~

~~8. receive or have any financial interest in any sale to the city of any real estate when such financial interest was received under circumstances which would lead a reasonable person to expect that the city intended to purchase, condemn, or lease said real estate.~~

1-4C-5: EX-PARTE COMMUNICATIONS:

In any such quasi-judicial matter (e.g. personnel decisions, condemnation proceedings, zoning rules, matters involving the issuance of a permit or license, or other such matter) or the award of a contract before a governmental body, a member of that governmental body shall not communicate with or accept a communication from a person for which there are reasonable grounds for believing to be a party to the matter being considered, if such communication is designed to influence the councilor's, board member's, or officer's actions on that matter. If such communication should occur, the member shall disclose it at an open meeting of the governmental body prior to its consideration of the matter.

1-4C-6: DISCLOSURE OF INTEREST AND RECUSAL PROCEDURES:

Whenever a matter comes before the governmental body as to which any conflict of interest standard, as prescribed in Section 1-4C-4, applies to one of its members, the following provisions shall apply:

—A. A member shall disclose the existence of any substantial interest in a business entity or real property involved in any decision pending before a member or the governmental body of which the individual is a member.

—B. Following such disclosure, the member shall not participate in any consideration, discussion, or vote on the matter before the governmental body.

—C. The member shall not, during any part of the meeting of the governmental body pertaining to the matter requiring the disclosure, represent, advocate on behalf of or otherwise act as the agent of the person or business entity in or with which the member has such an interest or relationship.

—D. The foregoing shall not be construed as prohibiting the member from testifying as to factual matters at a hearing of the governmental body if requested by a majority of the members of the governmental body.

1-4C-7: ADVISORY OPINIONS:

—A. Where any member has a doubt as to the applicability of any provision of this Article to a particular situation, they may request an advisory opinion from the city attorney. The individual shall have the opportunity to present their interpretation of the facts at issue and of the applicability of this Article before such advisory opinion is made.

—B. Until amended or revoked, any advisory opinion shall be binding on the city in any subsequent actions concerning the member who sought the opinion and acted on it in good faith, unless material facts were omitted or misstated in the request for the advisory opinion.

1-4C-8: REPORTING OF ETHICS VIOLATION OF A MEMBER:

—A. The City Council shall have the primary responsibility for the enforcement of this Article on any member of a governmental body of the City of Waterloo. City council may direct the city attorney by resolution to investigate or prosecute any apparent violation of this Article. The city attorney may appoint any qualified attorney to investigate or prosecute any violation or series of violations of this code by one or more persons. At the direction of the city council, the attorney shall have the power to investigate any complaint, to initiate any suit, and to prosecute any action on behalf of the city where such action is appropriate.

~~—B. Any person who believes that a violation of any portion of this Article by a member has occurred, may file a complaint with the City Clerk to forward to the City Council, who may then proceed as provided in Subsection A of this Section. Nothing in this Article shall be construed to prevent complaints from instituting direct legal action through the appropriate judicial authority.~~

~~1-4C-9: PENALTIES, FORFEITED POSITION, EXEMPTIONS; INJUNCTIONS:~~

~~—A. Except where otherwise provided by State law, it is not the intent of this Article that violations therefore be subject to criminal penalties.~~

~~—B. Whenever it is determined that any Council member, board member, or officer has beyond a reasonable doubt violated any provision of this Article, such individual shall be subject to discipline. Discipline may include the following:~~

~~—— 1. Council members: Any alleged violation of this Article is grounds for censure and shall follow the rules for filing a censure complaint as listed in Article 1-4D of this Code.~~

~~—— 2. Appointed members: Any member appointed to serve on a governmental body of the City of Waterloo shall be subject to discipline as determined by the city council. The mayor or any Council member who becomes aware of a violation of this Article shall be required to file a complaint to initiate disciplinary action. The city council shall be limited to the following disciplinary action:~~

~~a. Censure: Censure by the city council shall be executed in accordance with Article 1-4D of this Code. The mayor or mayor pro tem shall be required to initiate a censure complaint.~~

~~b. Removal from appointed position: The city council may, by resolution, remove an individual appointed to a governmental body. Such resolution shall require an affirmative vote of five members of the city council to pass. Any individual removed from an appointed position on a governmental body of the City of Waterloo shall be prohibited from being appointed to any other governmental body of the City of Waterloo or employed by the city. To initiate removing an individual from an appointed position due to violations of this Article, the mayor or any Council member shall follow complaint procedures listed in Section 1-4D-3, Subsections A-C of this Code. Within thirty (30) calendar days from the date a complaint is filed, the mayor or mayor pro tem shall produce a written report stating whether a preponderance of evidence exists to warrant removing the accused appointed member. A resolution recommending removal shall be placed on the city council agenda for a vote within fourteen (14) days of the date of the report and the report shall be included as an exhibit to the resolution. If the report is in the negative, the complaint shall not proceed to removal. A negative report may recommend corrective action be taken by the accused to prevent further issue.~~

~~—C. Any contract or transaction which was the subject of an official act or action of the City in which there is an interest prohibited by this Article or which involved the violation of a provision of this Code, shall be voidable at the option of the City Council.~~

~~1-4C-10: DISTRIBUTION OF CODE OF ETHICS:~~

~~The Mayor shall cause a copy of this Article to be distributed to every member of the city within thirty (30) days after the enactment of this Article. Each member thereafter shall be furnished a copy of said Article before entering upon the duties of their office or position. Any individual that receives a copy of this Article shall sign a written statement acknowledging receipt, understanding, and agreement to abide by this Article.~~

ARTICLE ~~CD~~.

CENSURE OF ELECTED OFFICIALS

SECTION:

1-~~4C~~4D-1: PURPOSE

1-~~4C~~4D-2: CENSURE DEFINED

1-~~4C~~4D-3: COMPLAINT PROCEDURE

1-~~4C~~4D-4: CENSURE

1-4D-5: CENSURE OF FORMER COUNCIL MEMBERS

1-~~4C~~4D-1: PURPOSE:

Commented [CM5]: Section added per 8/15 work session discussion.

Elected officials may pursue formal action in the form of censure to deter violations of this code and violations of adopted city policies. (Ord. 5585, 12-14-2020)

1-4C4D-2: CENSURE DEFINED:

Censure is a formal reprimand of a council member or the mayor for specified conduct that violates this code or adopted city policies. Censure should not follow an occasional error in judgment, which occurs in good faith and is unintentional. Censure carries no fine or suspension of the rights of the member or mayor as an elected official. (Ord. 5585, 12-14-2020)

1-4C4D-3: COMPLAINT AND PROCEDURE:

A. Contents of Complaint: The mayor or ~~A~~any member of the city council may file a written complaint concerning an alleged violation of this code or of city policy by a council member, ~~or~~ the mayor, or appointed member of a governmental body as defined by Section 1-4C-2(D). The complaint shall ~~provide~~include the following:

1. ~~s~~Specific allegations and supporting evidence of specific conduct alleged to violate this code or adopted city policy.
2. Specific references to code sections or adopted city policies the complainant alleges were violated. Copies of the code section or policy shall be included with the complaint.
3. Complaints must include specific dates the alleged violations occurred.

B. Filing: The complaint shall be filed with the mayor, or if the mayor is involved, with the mayor pro tem. Complaints must be filed within ~~six months~~ three (3) months of discovering the alleged violation. Complaints filed after the time limitation shall be rejected. A censure complaint may be filed at the time of a regular session meeting but the complainant shall be prohibited from reading or commenting on the contents of the complaint during the meeting.

B.C. Investigation: The mayor or mayor pro tem shall forward the complaint to the city attorney, police chief, human resources director, or other proper authority to conduct an investigation to determine whether the allegations in the complaint violate this code or city policy. The mayor or mayor pro tem shall also forward the complaint to the city clerk to receive and file, and to the accused individual.

E.C. Report: Within thirty (30) calendar days from the date a complaint is filed, the mayor or mayor pro tem shall produce a written report stating whether ~~suffieient~~a preponderance of evidence exists to warrant censure. A resolution recommending censure shall be placed on the city council agenda for a vote within fourteen (14) days of the date of the report and the report shall be included as an exhibit to the resolution. If the report is in the negative, the complaint shall not proceed to censure. A negative report may recommend corrective action be taken by the accused to prevent further issue. (Ord. 5585, 12-14-2020)

1-4C4D-4: CENSURE:

A. A city council decision to censure shall be adopted by resolution. The resolution shall list the findings, based on ~~suffieient~~a preponderance of evidence that the person accused has engaged in conduct that constitutes a violation of this code or adopted city policy. The city council shall be prohibited from amending the resolution. The resolution shall be approved by five (5) affirmative votes of the council. The accused council member or mayor may participate in deliberations. The accused council member or mayor shall be allowed to speak to the contents of the resolution and findings within the investigation prior to a vote on the resolution. The accused council member may vote on the censure resolution.

~~B. Immediately following an affirmative vote to censure, the mayor may address the censured council member by stating that the censured council member should take notice of the censure and govern themselves accordingly. The mayor pro tem may make this announcement if the mayor is the subject of the censure. (Ord. 5585, 12-14-2020)~~

1-4D-5: CENSURE OF FORMER COUNCIL MEMBERS:

Complaints regarding the conduct of a former elected official may be brought by a current elected official for improper conduct that occurred while the former elected official was in office. Complaints against a former elected official shall be filed and investigated in accordance with this Article. The accused former elected official shall be allowed to speak to the contents of the resolution to censure and findings of the investigation prior to a vote on the resolution.

Commented [CM6]: Council requested shorter window to bring a complaint from the time of discovery.

Commented [CM7]: Section added per council discussion.

CITY OF WATERLOO

Council Communication

An ordinance amending the City of Waterloo Code of Ordinances Chapter 4, Plumbing Regulations, of Title 9, Building Regulations.

City Council Meeting: 9/19/2022

Prepared: 8/31/2022

ATTACHMENTS:

Description	Type
□ Plumbing Ordinance	Backup Material

SUBJECT:

Motion to receive, file and consider and pass for the first time an ordinance amending the Code of Ordinances of the City of Waterloo, Iowa, by amending Chapter 4, Plumbing Regulations, of Title 9, Building Regulations.

Motion to suspend the rules.

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

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Recommended Action:

Approval

Summary Statement:

Adopting the 2021 Plumbing Code.

Expenditure Required/Source of NA

Funds:

CHAPTER 4
PLUMBING REGULATIONS

SECTION:

9-4-1: Title

9-4-2: Application And Scope

9-4-3: Plumbing Inspector

9-4-4: Defective Work; Unsanitary Conditions

9-4-5: Maintenance And Repairs Of Double Or Multiple House Sewer Connections

9-4-6: Work Requiring Permit Or Approval

9-4-7: Installation By Owner

9-4-8: Notification For Inspection

9-4-9: Applicability To Existing Buildings

9-4-1: TITLE:

This chapter shall be known as the WATERLOO PLUMBING CODE and may be so cited and may be referred to hereinafter as "the code" or "this code". (Ord. 5392, 3-20-2017)

9-4-2: APPLICATION AND SCOPE:

The provisions of this chapter shall include and apply to all plumbing work, plumbing installations and plumbing equipment hereinafter installed, constructed, altered, serviced or repaired in, for or about any new, remodeled or relocated building or structure in the city. (Ord. 5392, 3-20-2017)

9-4-3: PLUMBING INSPECTOR:

A. Appointment: The plumbing inspector shall be appointed by the mayor and city council after being tested by the civil service commission and upon recommendation by the building official, and shall work under the direction of the building official.

B. Qualifications:

1. The appointee shall be a licensed practical journeyman or master plumber with not less than ten (10) years' experience; shall possess a certificate of competency issued by the city or must submit to an examination of competency administered by the city board of plumbing examiners; shall possess a valid driver's license; shall possess such executive ability and requisite for the performance of required duties; shall have thorough knowledge of the standard materials and methods used in the installation and maintenance of plumbing equipment; shall be well versed in improved methods of construction for safety to persons and property, the statutes of the state relating to sanitation and plumbing and any orders, rules and regulations issued by authority thereof and in the uniform plumbing code.

2. The plumbing inspector shall hold a current journeyman plumber's license with the city and shall be required to pass an examination for journeyman prior to appointment.

C. Powers And Duties:

1. The plumbing inspector is empowered to inspect any and all buildings or structures, public or private, and to, as herein provided, condemn, and order removed or remodeled and put into proper and safe condition all plumbing and plumbing related items for the protection of the public health, safety and welfare.

2. The plumbing inspector shall have power under the direction of the building official to exercise judgment in a reasonable and proper manner and rule accordingly on all special cases in regard to matters in this chapter or not specifically covered thereby.

3. The plumbing inspector shall keep records of sewer connections from city main(s) to the property line and from the property line to each building connected to city services.

4. The plumbing inspector shall be the code and administrative authority for the administration of the plumbing code of the city.

D. Right Of Entry: Whenever necessary to make an inspection to enforce any of the provisions of this plumbing code, or whenever the plumbing inspector or authorized representative has reasonable cause to believe that there exists in any building or upon any premises, any condition which makes such building or premises unsafe, the plumbing inspector or authorized representative may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon by this chapter, provided that if such building or premises be occupied, they shall first present proper credentials and demand entry; and if such building or premises be unoccupied, they shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the plumbing inspector or their authorized representative shall have recourse to every remedy by law to secure entry.

E. Unlawful Activities: It shall be unlawful for the plumbing inspector to engage in the business of the sales, installation or maintenance of plumbing equipment, either directly or indirectly, and the inspector shall have no financial interest in any concern engaged in such business in the city, at any time while holding office as herein provided for. (Ord. 5392, 3-20-2017)

9-4-4: DEFECTIVE WORK; UNSANITARY CONDITIONS:

Whenever it shall come to the knowledge of the plumbing inspector that the plumbing in a building causes a nuisance or may cause disease, sickness, or otherwise becomes a hazard to health, it shall be the duty of said inspector to make an inspection of such plumbing and render a report to the proper party, setting forth the necessary repairs or alterations required to make such plumbing conform to this chapter. The inspector shall set a limit of time in which such repairs or alterations are to be made, and upon the refusal or neglect of the owner, agent, lessee or tenant to comply with said notice within the time stated, the plumbing inspector shall cause such repairs or alterations to be made and such nuisance abated and the expense of such work shall be taxed against such property and become a prior lien thereon; or the inspector may order the premises vacated and closed to further occupancy until such time as the required repairs or alterations have been made. (Ord. 5392, 3-20-2017)

9-4-5: MAINTENANCE AND REPAIRS OF DOUBLE OR MULTIPLE HOUSE SEWER CONNECTIONS:

A. When it shall become necessary to make any repairs or to make any replacements or in the event of any cost of maintenance of a double or multiple house sewer between the main sewer and the lot line from which such multiple connections are extended, the owner of each structure, residence or building served by such double or multiple house sewer shall pay their proportionate share of the expenses of such repair, replacement or maintenance cost. Such double or multiple sewer shall be construed to mean from the branch opening where the individual sewers enter the double or multiple house sewer to the point of connection at the city sewer.

B. In the event the owner of each structure, residence or building served by such double or multiple house sewer shall fail to maintain or repair the same or to make any replacements in the same and to pay their proportionate share of expense incident thereto, the city shall have the power to order said replacements, repairs or maintenance, as the case may be, and the actual cost thereof shall be assessed against such property by certifying to the county auditor for collection as other special taxes. (Ord. 5392, 3-20-2017)

9-4-6: WORK REQUIRING PERMIT OR APPROVAL:

No building or premises shall tap any water or sewer main or have installed any private building sewer, water service, private sewage disposal plant or private water system or have connections, extensions, replacements, removals or additions of any nature to the sanitary plumbing or water supply system or disconnection of any fixture or change in the plumbing system before notifying the plumbing inspector or his assistant and securing a permit or authority to proceed with the work. (Ord. 5392, 3-20-2017)

9-4-7: INSTALLATION BY OWNER:

In cases where the owner/occupant desires to do plumbing work in the owner's own residence, said owner shall make payment of required fees and a plumbing permit shall be issued. Said permit authorizes the owner only to do plumbing work in the dwelling or unit owned and occupied by said owner without licensing, certificate of insurance or help from other than family members. Said person performs all labor in connection therewith, has the necessary inspections made and complies with chapter requirements. (Ord. 5392, 3-20-2017)

9-4-8: NOTIFICATION FOR INSPECTION:

A. It shall be the duty of the permit holder to notify the inspector that his work is ready for inspection or test. All inspections require twenty four (24) hours' notice.

B. It shall be the duty of the permit holder to make sure the work will stand the test prescribed before giving notification.

C. If the inspector finds that the work will not stand a required test, or corrections are required, the plumber shall be required to notify the inspector when the necessary corrections are complete for reinspection. If corrections are still required, the plumber shall make corrections, notify the inspector for reinspection and pay a reinspection fee.

D. If the inspector fails to appear within twenty four (24) hours, during normal working hours, of the time set for each inspection or test, the inspection or test shall be deemed to have been made; but the plumber doing the work shall be required to file an affidavit with the plumbing inspector that the work was installed in accordance with the ordinance and permit, and that it was free from defects and that the required test had been made and the system was found free from leaks. (Ord. 5392, 3-20-2017)

9-4-9: APPLICABILITY TO EXISTING BUILDINGS:

If an existing building is damaged by fire or otherwise or altered in a manner to require the replacement of fifty percent (50%) or more of the structure as determined by the authority having jurisdiction, the entire building shall conform to this chapter's requirements for new buildings. (Ord. 5392, 3-20-2017)

ARTICLE A. 2021 PLUMBING CODE

SECTION:

9-4A-1: Uniform Plumbing Code Adopted

9-4A-2: Amendments

9-4A-1: UNIFORM PLUMBING CODE ADOPTED:

Except as hereinafter added to, deleted, modified or amended, there is hereby adopted as the plumbing code of the city, that certain plumbing code known as uniform plumbing code, 2015 edition, and any further regulations or requirements of the state plumbing code, and the provisions of said plumbing code shall be controlling in the construction and maintenance of plumbing and in all other matters covered by said plumbing code within the city. (Ord. 5392, 3-20-2017)

9-4A-2: AMENDMENTS:

!!! ~~Section 102.3~~ **Section 106.11** of the uniform plumbing code is amended by adding section 102.3.3 as follows:

~~102.3.3~~ **106.12** Municipal Infraction.

~~102.3.3.1~~ **106.13** Any person, firm, or corporation failing to comply with or violating any of the terms or provisions of this ordinance shall be deemed guilty of a municipal infraction and upon conviction thereof, be punished accordingly.

~~102.3.3.2~~ **106.14** If any plumbing work, including construction or repair, is performed within the city contrary to the provisions of this ordinance, it shall be deemed a municipal infraction and in addition to penalties described, shall be corrected in accordance with this ordinance.

~~102.3.3.3~~ **106.15** The omission or failure to perform any act or duty required by this ordinance or the performing of any act which is prohibited or declared to be unlawful by this ordinance, an offense or a municipal infraction pursuant to this ordinance or the uniform plumbing code, is punishable by a fine of up to two hundred dollars (\$200.00), for the first offense and up to four hundred dollars (\$400.00) for each subsequent offense.

~~Section 103.4~~ **106.16** Fees, is hereby repealed in its entirety; a new section 103.4 Fees, is hereby enacted in lieu thereof as follows:

~~103.4~~ **106.17** Fees. All plumbing permit and inspection fees shall be established by resolution of the city council and paid prior to issuance of a permit or reinspection.

Section 305 Sewers Required, is amended by adding the following subsection thereto:

~~305.4~~ **713.41** Public Systems Available. A public water supply system and/or public sewer system shall be deemed available to premises if such premises are within two hundred (200) feet, measured along a street, alley, or easement, of the public water supply or sewer system and a connection conforming to the standards set forth in this code shall be made thereto.

602.4.1 Yard hydrants to furnish water for human consumption are prohibited, unless it is an approved fixture.

~~Section 603.3~~ **603.11** Specific Requirements **for cross connection control** is hereby amended by adding the following subsections:

~~603.5.21~~ **603.12** Cross Connection Control-Containment Provisions. The purpose is to safeguard potable water supplies by preventing backflow into public water systems.

~~603.5.21.1~~ **603.13** Definitions. The following definitions shall apply to section 603.3 of the Waterloo plumbing code. For the purpose of this section, these definitions supersede definitions given elsewhere in this code.

1. Administrative Authority. For the purpose of this section, the administrative authority shall be the Waterloo water works and plumbing division of the city of Waterloo building inspection department.

2. Approved Backflow Prevention Assembly For Containment. A backflow prevention assembly which is listed by the University Of Southern California- Foundation For Cross Connection Control And Hydraulic Research as having met the requirements of ANSI-AWWA standard C510-89, "Double Check Valve Backflow- Prevention Assemblies", or ANSI-AWWA standard C511-89, "Reduced-Pressure Principle Backflow-Prevention Assemblies" for containment. The listing shall include the limitations of use based on the degree of hazard. The backflow prevention assembly must also be listed by the International Association Of Plumbing And Mechanical Officials.

3. Approved Backflow Prevention Assembly For Containment In A Fire Protection System. A backflow prevention assembly to be used in a fire protection system which meets the requirements of Factory Mutual Research Corporation (FM) and Underwriters Laboratory (UL), and the requirement of the fire code and the building code of the city, in addition to the requirements of paragraph a(3). Devices sized smaller than 2 1/2" which have not been listed by Underwriters Laboratory (UL) and tested by Factory Mutual Research Corporation (FM) may be allowed if they meet the requirements of the fire code and the building code of the city.

4. Auxiliary Water Supply. Any water supply on or available to the premises other than the water purveyor's approved public water supply such as, but not limited to, a private well, pond or river.

5. Containment. A method of backflow prevention which requires the installation of a backflow prevention assembly at the water service entrance.

6. Cross Connection. Any actual or potential connection or arrangement, physical or otherwise, between a potable water supply system and any plumbing fixture or tank, receptacle, equipment or device, through which it may be possible for non-potable, used, unclean, polluted and contaminated water, or other substance, to enter into any part of such potable water system under any condition.

7. Customer. The owner, operator, or occupant of a building or property which has a water service from a public water system, or the owner or operator of a private water system which has a water service from a public water system.

8. Degree Of Hazard. The rating of a cross connection or water service which indicates if it has the potential to cause contamination or pollution.

9. Double Check Valve Backflow Prevention Assembly. A backflow prevention device consisting of two independently acting internally loaded check valves, four properly located test cocks, and two isolation valves.

10. High Hazard Cross Connection. A high hazard cross connection is a cross connection which may cause an impairment of the quality of the potable water by creating an actual hazard to the public health, through poisoning or through the spread of disease by sewage, industrial fluids or waste.

11. Isolation. A method of backflow prevention in which a backflow prevention assembly is located at the cross connection rather than at the water service entrance.

12. Low Hazard Cross Connection. A low hazard cross connection is a cross connection which may cause an impairment of the quality of potable water to a degree which does adversely and unreasonably affect the aesthetic qualities of such potable waters for domestic use.

13. Multiple-Family Residential Units. A multiple family residential unit shall mean a building designed to be used as residential occupancy for multiple-family units, each having separate plumbing facilities and not more than two levels of occupancy.

14. Private Owned Customer Water System Piping. Water service line pipes and plumbing fixtures connected to the public water system of the city of Waterloo which are extended to the customer's property and into the customer's building for service to the customer, regulatory control of which is defined in the city plumbing code and Waterloo water works regulations.

15. Reduced Pressure Principle Backflow Prevention Assembly. A backflow prevention device consisting of two independently acting internally loaded check valves, a different pressure relief valve, four properly located test cocks and two isolation valves.

16. Registered Backflow Prevention Assembly Tester. A person who is registered by law to test or repair backflow prevention assemblies and report on the condition of those assemblies.

17. Thermal Expansion. Volumetric increase of water due to heating resulting in increased pressure in a closed system.

18. Water Service. Depending on the context, water service is the physical connection between a public water system and a customer's building, property or private water system, or the act of providing potable water to a customer.

603.5.21.2 603.14 Administrative Authority.

1. For the purpose of section 603.5.21.2 of the Waterloo plumbing code only, the administrative authority shall be the Waterloo water works and plumbing division of the city of Waterloo building inspection department.

2. The administrative authority shall have the right to enter, with the consent of the customer, or upon the basis of a suitable warrant issued by a court of appropriate jurisdiction, any property to inspect for possible cross connections.

3. The administrative authority may approve training programs for backflow prevention assembly testers and register backflow prevention assembly testers who successfully complete an approved training program.

4. The administrative authority may collect fees for the administration of this program. Fees shall be established by resolution of the Waterloo city council.

~~603.5.21.3~~ **603.15** New Water Service.

1. Plans shall be submitted to the administrative authority to review on all new water services to determine size and degree of hazard.

2. The administrative authority shall determine if any type of backflow prevention assembly is required for containment based on the degree of hazard.

3. The administrative authority shall require, where necessary, the installation of the appropriate backflow prevention assembly for containment before the initiation of water service.

~~603.5.21.4~~ **603.16** Existing Water Services.

1. Upgrades of existing water services shall be treated as new water services for the purpose of this section.

2. The administrative authority shall publish and make available to each customer a copy of the standards used to determine the degree of hazard.

3. After publication of the standards, the administrative authority shall notify customers whose premises are classified as single family residential or multiple family residential, having five units or less and not more than two levels of occupancy, of the provisions of this ordinance and compliance therewith.

4. Within six (6) months after publication of the standards, customers whose premises are not classified as single family residential shall complete and return to the administrative authority a cross connection hazard survey to be used to determine the type of containment device.

5. The administrative authority shall, on the basis of information received from customers or gathered through on-premises investigations or surveys, notify the customer that a method of backflow prevention is required. The customer shall prepare a written plan for review and approval by the administrative authority to install a device or devices for containment and/or isolation based on the degree of hazard.

6. Within the time frame specified in writing by the administrative authority, the customer shall install a backflow prevention assembly as approved by the administrative authority.

7. For existing water services, the administrative authority may inspect the premises to determine the degree of hazard. When the high hazard cross connections are found, the administrative authority shall, at its sole discretion:

7.1 Develop a schedule of compliance which the customer shall follow.

7.2 Terminate the water service until a backflow prevention assembly for containment required by the administrative authority has been installed.

8. Failure of the administrative authority to notify a customer that they are believed to have a high hazard cross connection and that they shall install backflow prevention assemblies for containment in no way relieves a customer of the responsibility to comply with all requirements of this section.

~~603.5.21.5~~ **603.17** Customer.

1. The customer shall be responsible for ensuring that no cross connections exist without approved backflow protection within his or her premises starting at the point of service from the public potable water system.

2. The customer shall, at his or her own expense, cause installation, operation, testing and maintenance of the backflow prevention assemblies required by the administrative authority.

3. The customer shall ensure the administrative authority is provided with copies of records of the installation and of all tests and repairs made to the backflow prevention assembly on the approved form within fifteen (15) days after testing and/or repairs are completed.

4. In the event of a backflow incident, the customer shall immediately notify the local water supplier, the Waterloo water works.

~~Section 603.5.21.6~~ **603.18** Required Backflow Prevention Assemblies For Containment - Water Services.

1. An air gap or an approved reduced pressure principle backflow prevention assembly is required for water services having one or more cross connections which the administrative authority classifies as high hazard.

2. An approved double check valve assembly is required for water services having no high hazard cross connections but having one or more cross connections which the administrative authority has classified as low hazard.

3. Every water service which is required to install a backflow prevention assembly at point of entry will be required to follow section 603.4 of the uniform plumbing code at time of installation.

4. Exception. Residential - single family dwelling to be done by isolation unless specified by administrative authority.

~~Section 603.5.21.7~~ **603.19** Required Backflow Prevention Assemblies For Containment - Fire Protection Systems.

1. A reduced pressure principle backflow prevention assembly shall be installed on all new and existing fire protection systems which the administrative authority determines to have any of the following.

1.1 Direct connections from public water mains with an auxiliary water supply on or available to the premises for pumper connection.

1.2 Interconnections with auxiliary supplies such as reservoirs, rivers, ponds, wells, mills or other industrial water systems.

1.3 Use of antifreezes or other additives in the fire protection system.

1.4 Combined industrial or domestic with high hazard and fire protection systems supplied from the public water mains only, with or without gravity storage or pump suction tanks.

1.5 Any other facility, connection, or condition which may cause contamination.

2. A double check valve assembly shall be required for all other fire protection systems. The double check valve shall be required on all new systems at the time of installation and on existing systems at the time that they are upgraded.

3. Submittal of proposed backflow prevention devices to the administrative authority does not relieve the designer or sprinkler contractor of the responsibility of submitting plans, including backflow prevention devices, to the fire marshal for approval.

~~603.5.21.8~~ **603.20** Registration Of Backflow Prevention Assembly Tester. A backflow prevention assembly tester registered by the state of Iowa shall include his or her registration number on all correspondence and forms required by or associated with this ordinance.

~~Section 603.5.21.9~~ **603.21** Registered Backflow Prevention Assembly Tester Noncompliance.

1. The registration of a tester may be revoked or suspended, for a period of up to two years, for noncompliance with this ordinance.

2. Any of the following conditions constitute noncompliance:

2.1 Improper testing or repair or backflow prevention assemblies.

2.2 Improper reporting of the results of testing or of repairs made to backflow prevention assemblies.

2.3 Failure to meet registration requirements.

2.4 Related unethical practices.

~~603.5.21.10~~ **603.22** Installation Of Backflow Prevention Assemblies.

1. Installation of backflow prevention assemblies shall be made by a licensed and bonded plumbing contractor of the city of Waterloo with proper permits.

2. The required backflow prevention assemblies for containment shall be installed in horizontal plumbing immediately following the meter or as close to that location as deemed practical by the administrative authority. In any case, it shall be located upstream from any branch piping. Installation at this point does not eliminate the responsibilities of the customer to protect the water supply system from containment or pollution between the backflow prevention assembly and the water main.

3. Reduced pressure principle backflow prevention assemblies shall be installed so as to be protected from flooding.

4. Reduced pressure principle backflow prevention assemblies shall not be installed in underground vaults or pits.

5. All backflow prevention assemblies shall be protected from freezing. Those devices used for seasonal services may be removed in lieu of being protected from freezing; however, the devices must be reinstalled and tested by a registered backflow prevention assembly tester prior to service being reactivated.

6. If hot water is used within the water system, thermal expansion shall be provided for when installing a backflow prevention assembly for containment.

7. Provisions shall be made to convey the discharge of water from reduced, pressure principle backflow prevention assemblies, to a suitable drain.

8. No backflow prevention assemblies shall be installed in a place where it would create a safety hazard, such as but not limited to over an electrical panel or above ceiling level.

9. If interruption of water service during testing and repair of backflow prevention assemblies for containment is unacceptable to the customer, another backflow prevention assembly, sized to handle the temporary water flow need during the time of test or repair, should be installed in parallel piping.

10. All backflow prevention assemblies shall be installed so that they are accessible for testing as stated in section 603.17 of the uniform plumbing code.

11. All shut-off valves conform with the current edition of the Manual Of Cross Connection Control (University Of Southern California) requirements for either ball or resilient seat gate valves at the time of installation. Ball valves shall be used on assemblies installed in piping two inches and smaller and resilient seat gate valves on assemblies installed in piping larger than two inches.

~~603.5.21.11~~ **603.23** Testing Of Backflow Prevention Assemblies.

1. Testing of backflow prevention assemblies shall be performed by a registered backflow prevention assembly tester. The costs of tests required in the following paragraphs 2 through 5 shall be borne by the customer.

2. Backflow prevention assemblies shall be tested upon installation, and tested and inspected at least annually.

3. Backflow prevention assemblies which are in place, but have been out of operation for more than three months, shall be tested before being put back into operation. Backflow prevention assemblies used in seasonal applications shall be tested before being put into operation each season.

4. Any backflow prevention assembly which fails a periodic test shall be repaired or replaced. When water service has been terminated for noncompliance, the backflow prevention assembly shall be repaired or replaced prior to the resumption of water service. Backflow prevention assemblies shall be retested by a registered backflow prevention assembly tester immediately after repair or replacement.

5. The administrative authority may require backflow prevention assemblies to be tested at any time in addition to the annual testing requirement.

6. The registered backflow prevention assembly tester shall report the successful test of a backflow prevention assembly to the customer and to the administrative authority on the form provided by the administrative authority within fifteen (15) days of the test.

7. The administrative authority may require, at its own cost, additional tests of individual backflow prevention assemblies as it shall deem necessary to verify test procedures and results.

~~603.5.21.12~~ **603.24** Repair Of Backflow Prevention Assemblies.

1. All repairs to backflow prevention assemblies shall be performed by registered backflow prevention assembly testers.

2. The registered backflow prevention assembly tester shall not change the design, material, or operational characteristics of a backflow prevention assembly during repair or maintenance and shall use only original manufacturer replacements parts.

3. The registered backflow prevention assembly tester shall report the repair of a backflow prevention assembly to the customer and to the administrative authority on the form provided by the administrative authority within fifteen (15) days of the repair. The report shall include the list of materials or replacement parts used.

4. Any time fire services are discontinued for a period of time longer than necessary to test the device the tester is required to notify the fire marshal's office that the fire services are shut off for repairs.

~~603.5.21.13~~ **603.25** Customer Noncompliance. The water service may be discontinued in the case of noncompliance with section 603.3.17 of the Waterloo plumbing code. Noncompliance includes but is not limited to the following:

1. Refusal to allow the administrative authority access to the property to inspect for cross connections.

2. Removal of a backflow prevention assembly which has been required by the administrative authority.

3. Bypassing of a backflow prevention assembly which has been required by the administrative authority.

4. Providing inadequate backflow prevention when cross connections exist.

5. Failure to install a backflow assembly which has been required by the administrative authority.

6. Failure to test and/or properly repair a backflow prevention assembly as required by the administrative authority.

~~Sections 604.1 and 604.2 of section 604 Materials, are hereby repealed in their entirety; new sections 604.2 through 604.8 are hereby enacted in lieu thereof as follows:~~

Table 604.1 is hereby repealed in its entirety.

~~604.1~~ **604.10.1.2** Materials for water service piping shall be of lead- free brass, copper, ductile iron, or other materials approved by the administrative authority. All materials used in water supply systems except valves and similar devices shall be of like material, except when otherwise approved by administrative authority. Copper tube, when used underground, shall have a weight of not less than copper water tube type K.

INSTALLATION STANDARD FOR NON-METALLIC PLASTIC WATER SERVICE PIPE – PE & PEX

I All water service pipes through 2" shall be type K copper, red brass, PE or PEX pipe.

II PE or PEX SDR 9 200 PSI can be used for ¾" – 2" water service installations as follows:

- If PE or PEX pipe is used, it shall be installed all the way from the stop box to meter.

- PE or PEX pipe shall not be used for repairs or partial replacements. Intermixing of materials shall not be allowed.

Type K copper is required from the tap to the stop box for all new water services in new developments and all other instances where water service is stubbed to the stop box. Copper can also be used from the stop box to the meters inside the premise on any service line through 2".

- III PE or PEX pipe shall be installed in casing or bedded with approved backfill material. The minimum requirements for casing shall be SCH-40 or SDR-23.5 sized to accommodate the service line and tracer wire. Backfill shall be manufactured sand, river sand, or 1/2" pea gravel placed a minimum of 3" below and 4" above the pipe unless approved by Administrative Authority.
- IV Splicing of PE or PEX pipe between stop box and meter inside the building is **discouraged and will only be approved under special circumstances.**
- V PE or PEX pipe may not be used within 500' of a Leaking Underground Storage Tank or in other areas where the soil may be contaminated. You can access IDNR records.
- VI Tracer wire shall be required when PE or PEX pipe is used. Tracer wire shall be #12 solid single strand copper wire with 45 mil linear low-density polyethylene insulation suitable for direct bury. Insulation shall be blue in color. When conduit is used the tracer wire shall be placed inside the conduit. When conduit is not used tracer wire shall be installed alongside the pipe and shall be fastened to pipe with zip ties, a minimum of ever 5 feet. Tracer wire shall terminate above-ground and be accessible.
- VII Joint methods for attaching PEX pipe to fittings shall meet AWWA C 904 Standards and ASTM F1960, F2080, or F1807 Specifications. Fittings shall be installed in accordance with PE or PEX Pipe Manufactures Installation Guidelines and related plumbing codes.
- VIII Intermixing of approved material shall not be allowed.

~~604.1.1~~ **604.10.1.3** Joints and fittings for underground water service piping must be lead-free compression or threaded brass. Fittings must meet A.W.W.A. (American Water Works Association) and Waterloo water works standards. All fittings shall maintain an effective grounding path from the meter to the main. Rubber compression fittings will not be allowed.

~~604.1.2~~ **604.10.1.4** Materials for water distribution, pipes, and tubing shall be of lead-free brass, copper, ductile iron, stainless steel, or PEX water pipe. PEX water pipe, tubing, and fittings, manufactured to recognized standards may be used for hot and cold water

distribution systems within a building. All materials used in the water supply system, except valves and similar devices shall be of a like material, except where otherwise approved by the administrative authority. Copper tube used underground shall have a weight of not less than copper water tube type K and aboveground shall be a weight of not less than copper water tube type L.

~~604.1.3~~ **604.10.1.5** Approved PEX water pipe may be used in water distribution piping except where existing metallic water distribution piping is used for electrical grounding purposes, replacement piping therefore shall be of metallic and PEX will not be allowed. Exception: Where a grounding system, acceptable to the administrative authority is installed, inspected and approved, metallic pipe may be replaced with approved PEX pipe.

~~604.1.4~~ **604.10.1.6** PEX. Cross-linked polyethylene (PEX) tubing shall be marked with the appropriate standard designation(s) listed in table 14-1 for which the tubing has been listed or approved. PEX tubing shall be installed in compliance with the provisions of this section.

~~604.1.5 PEX Fittings. Metal insert fittings and metal compression fittings used with PEX tubing shall be manufactured to and marked in accordance with the standards for the fittings in table 14-1.~~

~~604.1.6 Water Heater Connections. PEX tubing shall not be installed within the first eighteen (18) inches (457 mm) of piping connected to a water heater.~~

~~604.1.7~~ **604.10.1.7** Licensed installers, employed by licensed plumbing contractors, shall be appropriately certified by the manufacturer or other approved training agency prior to commencing any PEX tubing installation.

~~604.1.8 Notification shall be given to plumbing inspector of intent to use PEX tubing prior to installation. Notification shall include property owner, address, and certified installer.~~

~~Section 701.0 Materials, is hereby amended as follows:~~

~~701.0 Materials.~~

~~701.2.4 Copper tube for underground drainage and vent piping shall have a weight of not less than that of copper drainage tube type L.~~

~~701.2.4.1 Copper tube for aboveground drainage and vent shall be of a weight not less than type M.~~

~~Section 715 is hereby amended as follows:~~

~~715.1~~ **1** The building sewer, beginning two (2) feet from any building or structure, shall be schedule 40 PVC, PVC SDR 23.5, cast iron soil pipe, vitrified clay tile, truss pipe, concrete pipe or copper tube not less than type "L" hard temper.

~~Section 717 Size Of Building Sewers, is hereby amended by adding the last sentence thereto as follows:~~

~~717.0~~ **1.1** Size Of Building Sewers. The minimum size of any building sewer shall be determined on the basis of the total number of fixture units drained by such sewer, in accordance with table 7-8. No building sewer shall be smaller than the building drain. Minimum size of a building sewer is four (4) inches.

~~Section 904 Size Of Vents, is amended by adding subsection 904.3 as follows:~~

~~904.3 Main vent shall be minimum of three inches (3").~~

Section 906 Vent Termination, is hereby amended by repealing subsection 906.7 Frost Or Snow Closure, in its entirety; and by enacting in lieu thereof a new subsection 906.7 Frost Or Snow Closure, as follows:

906.7 Frost Or Snow Closure. Where frost or snow closure is likely to occur, vent terminals shall be minimum three inches (3") in diameter but in no case smaller than the required pipe. The change in diameter shall be made inside the building at least one (1) foot below the roof and terminate not less than 12 inches above roof.

Section 1007 Trap Seal Protection, is amended by adding the following sentence thereto:

1007.0 Trap Seal Protection ... All automatic floor drain primers or trap seal valves are prohibited.

Section ~~1008~~ 1009.0 Industrial Interceptors (Clarifiers) And Separators, of UPC, is hereby repealed in its entirety; that a new section 1008 Industrial Interceptors (Clarifiers) And Separators, is hereby enacted in lieu thereof as follows:

~~1008.0~~ 1009.0 Industrial Interceptors (Clarifiers) And Separators.

~~1008.1~~ 1009.1 Drainage from commercial garages, gasoline filling stations, dry cleaning establishments, oil extraction plants, and other industries where oils or solvents are used, is likely to contain inflammable compound, which shall therefore be intercepted before discharging into the city sewer. The interceptor shall have a capacity sufficient to separate the oil, grease, or other inflammable compound and shall be so located and constructed to prevent fire or explosion. Drainage from commercial garages and oil stations where automobile wash racks are installed is also likely to contain mud and sand, which shall be separated from the wastes before discharging into the city sanitary sewer. Hence, the interceptor for these wastes shall afford sufficient capacity for both separating the oils and grease by flotation and the sand and mud by settling.

~~1008.2~~ 1009.2 ~~Where the wastes do not contain sand, mud or other solid material and inflammable compounds only are to be separated, the interceptor shall have a minimum capacity of 15 cubic feet with a minimum effective depth of 3 feet; and shall be provided with a vent and manhole with tightly fitting cover.~~

~~1008.3~~ 1009.2 For drainage from commercial garages or other places where wastes are likely to contain sand, mud, or other solid material in addition to oil, grease, or other inflammable compounds, a minimum capacity of 50 cubic feet, with a minimum effective depth of 3 feet, shall be provided and a vent and manhole with tightly fitting cover shall be installed.

~~1008.4~~ 1009.3 All interceptors shall be cleaned periodically.

~~1008.5~~ ~~Interceptors shall be built of poured concrete with floors and walls not less than 5 inches thick. Covers shall be of poured, reinforced concrete not less than 5 inches thick.~~

~~1008.6~~ 1009.4 Subsections 1009.1 through 1009.5 of this section shall apply except for manufactured or prefabricated concrete interceptors that comply with approved applicable standards. See "Exhibit A. Commercial Mud Trap" 39.

~~1008.7~~ 1009.5 For details, see diagram marked "Exhibit B. Mud Trap Or Inflammable Waste Interceptors" 1.

Section 1017.3 Residential Garage Interceptor, is hereby added as follows:

1017.3 Residential Garage Interceptor. If a drain is installed in a residential garage, an interceptor shall be required. See "Exhibit D. Residential Garage Interceptor".

(Ord. 5392, 3-20-2017)

ARTICLE B. PLUMBING BOARD FOR LICENSING AND APPEALS

SECTION:

9-4B-1: Board Established; Composition

9-4B-2: Appointment; Terms

9-4B-3: Quorum

9-4B-4: Duties

9-4B-1: BOARD ESTABLISHED; COMPOSITION:

A. Establishment Of Board: There is hereby established a plumbing board for appeals hereinafter referred to as the board, with authority and responsibility as follows:

1. To act as a board of appeals as provided in the Waterloo plumbing code.
2. To periodically review the provisions of the Waterloo plumbing code and make recommendations to the city council for improving and updating said document.

B. Composition Of Board: The board shall consist of five (5) members, all of whose place of business, residence, or work is located in the city. All members shall be qualified by experience and training to pass judgment upon matters pertaining to the installation of plumbing. The membership shall be as follows: two (2) licensed master plumbers, one licensed journeyman plumber, one registered professional mechanical engineer, and one member at large, with no one company or interest being represented by more than one member of the board. The city plumbing inspector or their designee shall act as secretary to the board. (Ord. 5392, 3-20-2017)

9-4B-2: APPOINTMENT; TERMS:

A. Appointment: The mayor with the approval of the city council shall appoint the members of the plumbing board for licensing and appeals.

B. Terms: After the initial appointment of the board, the terms of the members shall be for three (3) years except that the initial terms shall be so arranged and staggered that the terms of no more than two (2) members shall expire on December 31 of any one year. A vacancy within any term shall be filled by appointment of the mayor with the approval of the city council for the unexpired portion of that term only. Each member can serve a total of two (2) 3-year terms.

C. Compensation: The members of the board shall serve without compensation.

D. Organization: The board shall designate a member as chair and shall adopt reasonable rules for conducting its investigations and proceedings, and shall render all decisions and findings in writing to the building official with a duplicate copy to the appellant and may recommend to the city council new legislation as is consistent therewith. (Ord. 5392, 3-20-2017)

9-4B-3: QUORUM:

Three (3) members of the board shall constitute a quorum for the transaction of business, provided that a decision on a matter relating to a specific license shall not be valid unless

decided in the presence of a board member who holds a similar valid license. Any vote taken for the purpose of suspending or revoking a contractor's license shall require a majority vote of all members of the board. (Ord. 5392, 3-20-2017)

9-4B-4: DUTIES:

The plumbing board for appeals shall receive applications for appeals based on a claim that the true intent of this code has been incorrectly interpreted, the provisions of the code do not fully apply, or an equally good or better form of compliance with the code is proposed. The board shall have no authority to waive requirements of this code.

The plumbing board for licensing and appeals shall also act as the Black Hawk County plumbing board for appeals, as permitted by Black Hawk County ordinance 46, the Black Hawk County plumbing code. (Ord. 5392, 3-20-2017)

ARTICLE C. PLUMBING CONTRACTORS

SECTION:

9-4C-1: Classification Of Plumbers

9-4C-2: Pipe Layer Business (Contractor's) License

9-4C-3: Pipe Layer's Certificate Of Insurance

9-4C-4: Conditions Of License

9-4C-5: Persons Authorized And Reporting

9-4C-6: Revocation Of Licenses

9-4C-1: CLASSIFICATION OF PLUMBERS:

A. Pipe Layer:

1. Definition: "Pipe layer" shall mean a person who installs, lays, repairs, removes or caps off sanitary sewer pipe between the public sanitary sewer main in the street or easement and a point two feet (2') outside the foundation wall of a building or structure.

2. Qualifications: A pipe layer shall be qualified in the principles of the hydraulics of liquids in sewer pipes and related matters and shall be familiar with the pertinent provisions of the Waterloo plumbing code and the rules and regulations of the local and state boards of health as such provisions, rules and regulations pertain to sewers and sewer service pipes.

3. Licensing: Any person desiring to be licensed as a pipe layer shall make application to the building department on forms furnished by said department accompanied by a fee. Upon receipt of the application and fee, the building department shall schedule the administration of a test prescribed by the plumbing board. If the applicant obtains a passing score he shall be issued a pipe layer's license upon the payment of an additional fee of fifty dollars (\$50.00) the first year. The renewal fee will be twenty five dollars (\$25.00) per year.

4. Authorized Work: A pipe layer's license shall not be construed as license or permit to do plumbing work as a state licensed plumber in the city as defined in this chapter. Except for the installation, laying, removing, repairing or capping off of sewer between public main and a point two feet (2') outside building, every pipe layer shall be hereby prohibited from

doing any plumbing work within the city unless he is licensed as a plumber by the state in conformance with the provisions of the Waterloo plumbing code, as amended.

5. Pipe Laying: No person shall engage in the construction, reconstruction, laying, alteration, repair, removal or capping off of a sanitary sewer between public main and a point two feet (2') outside building in the city without first having obtained a state plumber's license or a Waterloo pipe layer's license, along with an approved certificate of insurance on file with the city and having obtained a plumbing permit for sewer installation from the building department as required by this chapter. (Ord. 5392, 3-20-2017)

9-4C-2: PIPE LAYER BUSINESS (CONTRACTOR'S) LICENSE:

Applicants who have met the requirements of the board and upon payment of a fee of two hundred dollars (\$200.00) for the first year and having in place a certificate of insurance as herein provided for, issue to such applicant a pipe layer business (contractor's) license in the name of the city of Waterloo, by the plumbing inspector. Renewal license fee will be one hundred dollars (\$100.00) per year.

It shall be unlawful for any person to install, erect, alter, repair, service, reset, replace thereto, as defined in the plumbing code, unless said person or some member of such firm or corporation shall first have obtained a state plumbing contractor license or pipe layer business (contractor's) license or unless such person, firm or corporation has regularly and steadily in his employ a holder of such a license, who shall be the authorized representative of the person, firm or corporation in all matters pertaining to this chapter. The authorized representative who is the holder of a state plumbing contractor license or pipe layer business (contractor's) license may not apply for permits for more than one person, firm, or corporation and the permit shall apply only to the type of work pertaining to the specific license possessed by the license holder. (Ord. 5392, 3-20-2017)

9-4C-3: PIPE LAYER'S CERTIFICATE OF INSURANCE:

A pipe layer's application shall be filed with the building official (or a specified intergovernmental agency if so designated by the building official) accompanied by a certificate of insurance written by a company authorized to transact business in the state, in limits of not less than three hundred thousand dollars (\$300,000.00) combined single limit to any person and one hundred thousand dollars (\$100,000.00) property damage; said certificate to be written on a standard form and carrying an endorsement naming the city and its employees (or the intergovernmental agency designated by the building official) as additional insureds as its interest may appear and conditioned upon the faithful performance of all duties required of such contractor by any ordinances, rules and regulations of the city. It shall be a further condition of said certificate of insurance that the obligator will hold the city (through the specified intergovernmental agency if so designated) harmless from any and all damages sustained by reason of neglect or incompetency on the part of such contractor, his agents or employees in the performance of the work done under a license or permit issued upon the filing of said certificate. Said certificate of insurance shall be issued by December 31 of each year, and shall be filed on or before said date for each subsequent year and shall be in continuous full force and

effect. That it is the intent and purpose of said certificate of insurance to also bind the individual, company, firm, association or partnership, whether it be a trade name, corporation, or other business association or arrangement with which the principal is associated.

Homeowners working on their principal residence shall be exempt from filing said certificate. (Ord. 5392, 3-20-2017)

9-4C-4: CONDITIONS OF LICENSE:

Any license not renewed prior to December 31 shall expire thirty (30) calendar days thereafter, and shall be renewed upon payment of a double fee. (Ord. 5392, 3-20-2017)

9-4C-5: PERSONS AUTHORIZED AND REPORTING:

A. Must Be Licensed: No person other than those holding a state plumbing contractor license or pipe layer's license issued by the city of Waterloo, shall not tap any water or sewer mains, nor install any private building sewer, water service, private sewage disposal plant or private water system; nor shall they make any connections, extension, replacement, removals or additions of any nature to the sanitary plumbing or water supply system or disconnect any fixture or change the sanitary or water pipe arrangement.

~~B. Definition:~~

~~—PRIVATE BUILDING SEWER: 1. That part of the horizontal piping of a drainage system between the end of the building drain (2 feet outside the building wall) and the public sewer.~~

~~—2. Any private main or service starting two feet (2') outside the building wall and extending to the public sewer main.~~

G. **B.** Exceptions: Those persons who perform the function of water softener installers only, and who do not perform any other plumbing work, may install water softeners only; provided, that said person obtains the proper permits, prior to any work performed, has in place insurance as by this chapter provided, requests and has inspected by the plumbing inspector any installations, and pays any and all inspection fees. (Ord. 5392, 3-20-2017)

9-4C-6: REVOCATION OF LICENSES:

A pipe layer's license or a state plumbing contractor license may be revoked for cause by the board, after a hearing by said board, upon a written notice served upon the person in whose name said license is issued, not less than ten (10) days prior to the date of hearing, stating the time and place thereof and the grounds for such hearing. (Ord. 5392, 3-20-2017)

CITY OF WATERLOO

Council Communication

An ordinance amending the City of Waterloo Code of Ordinances Chapter 5, Mechanical Systems, of Title 9, Building Regulations.

City Council Meeting: 9/19/2022

Prepared: 8/31/2022

ATTACHMENTS:

Description	Type
▣ Mechanical Ordinance	Backup Material

SUBJECT:

Motion to receive, file and consider and pass for the first time an ordinance amending the Code of Ordinances of the City of Waterloo, Iowa, by amending Chapter 5, Mechanical Systems, of Title 9, Building Regulations.

Motion to suspend the rules.

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

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Recommended Action:

Approval

Summary Statement:

Adopting the 2021 Mechanical Code.

Expenditure Required/Source of NA

Funds:

CHAPTER 5

MECHANICAL SYSTEMS

SECTION:

9-5-1: Title

9-5-2: Application And Scope

9-5-3: Mechanical Inspector

9-5-4: Defective Work; Unsanitary Conditions

9-5-5: Maintenance; Change Of Occupancy

9-5-6: Application For Permit

9-5-7: Installation By Owner

9-5-8: Notification For Inspection

9-5-9: Applicability

9-5-1: TITLE:

This chapter shall be known as the *WATERLOO MECHANICAL CODE* and may be so cited and may be referred to hereinafter as "the code" or "this code". (Ord. 5392, 3-20-2017)

9-5-2: APPLICATION AND SCOPE:

The provisions of this chapter shall include and apply to all mechanical and fuel gas systems, appliances and equipment regulated by the adopted mechanical and fuel gas codes hereinafter installed, constructed, altered, serviced or repaired in, for, or about any new, remodeled or relocated building or structure in the city. (Ord. 5392, 3-20-2017)

9-5-3: MECHANICAL INSPECTOR:

A. Appointment: The applicant for mechanical inspector shall fulfill all applicable civil service requirements for the position of mechanical inspector. The building official will appoint the new mechanical inspector. The appointment shall go to the mayor and city council for approval. The mechanical inspector shall work under the direction of the building official.

B. Qualifications: The appointee shall have had at least four (4) years of practical experience in the design, planning, supervision and contracting for installation of heating, air conditioning and ventilation systems. Two (2) years of experience may be substituted for four (4) years of schooling if the study is in engineering or a related field. Schooling shall be from a recognized school of continuing education; possession of a valid driver's license; shall possess the ability and aptitude for the performance of required duties and shall have thorough knowledge of the standard materials and methods used in the installation and maintenance of heating, air conditioning and ventilation equipment; shall be versed in methods of construction for safety to persons and property, the statutes of the state relating to air quality and air pollution control and any orders, rules and regulations issued by authority thereof, and in the uniform mechanical code.

C. Restrictions: It shall be unlawful for the mechanical inspector to engage in the business of the sales, installation, or maintenance of heating, air conditioning and ventilation equipment, either directly or indirectly, and the inspector shall have no financial interest in any concern engaged in such business in the city at any time while holding the position as mechanical inspector for the city.

D. Powers And Duties:

1. The mechanical inspector is empowered to inspect any and all buildings or structures, public or private, and to, as herein provided, order removed or remodeled and put into proper and safe condition all heating, air conditioning, and ventilation equipment and related systems for the protection of the public health, safety and welfare.

2. The mechanical inspector shall have authority to enforce this chapter and may bring before the mechanical board proposals for modifications or alternate materials, methods, and equipment to determine compliance with the intent of this chapter; provided, that the individual or entity affected provides satisfactory documentation to the board.

3. The building official shall be the executive official and administrative authority for the administration of the mechanical code of the city.

E. Right Of Entry: Whenever necessary to make an inspection to enforce any of the provisions of this chapter, or whenever the mechanical inspector has reasonable cause to believe that there exists, in any building or upon any premises, any HVAC condition which makes such building or premises unsafe, the mechanical inspector may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon by this chapter; provided, that if such building or premises be occupied, they shall first present proper credentials and request entry; and if such building or premises is unoccupied, they shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the mechanical inspector or authorized representative shall have recourse to every remedy by law to secure entry. (Ord. 5392, 3-20-2017)

9-5-4: DEFECTIVE WORK; UNSANITARY CONDITIONS:

Whenever it shall come to the knowledge of the mechanical inspector that the mechanical or fuel gas system, appliance or equipment governed by this code in a building or structure is defective or otherwise becomes a hazard to health or life, it shall be the

duty of said inspector to make an inspection of such system, appliance or equipment and render a report to the proper party, setting forth the necessary repairs or alterations required to make such heating, air conditioning or ventilation system conform to this chapter. The inspector shall set a limit of time within which such repairs or alterations are to be made, and upon the refusal or neglect of the owner, agent, lessee, or tenant to comply with said notice within the time stated, the mechanical inspector shall cause such repairs or alterations to be made or such nuisance abated and the expense of such work shall be taxed against such property and become a prior lien thereon and as a personal judgment against the property owner; or the inspector may order the premises vacated and closed to further occupancy until such time as the required repairs or alterations have been made, all at the mechanical inspector's sole discretion based upon health or life safety concerns. (Ord. 5392, 3-20-2017)

9-5-5: MAINTENANCE; CHANGE OF OCCUPANCY:

When a single-family structure is changed to multi-family occupancy, the following shall specifically apply in addition to any requirements identified in the mechanical code:

- A. Each unit shall be provided a heating unit that will maintain room temperature in accordance with the housing code of the city.
- B. Transfer of conditioned air between units is prohibited. (Ord. 5392, 3-20-2017)

9-5-6: APPLICATION FOR PERMIT:

A. Permit To Do Work Required: It shall be unlawful for any person to construct or install any fuel burning, space heating, air conditioning or incinerator equipment or appurtenances subject to and covered by the provisions of this chapter in or for any building or to alter, repair or convert any such existing fuel burning, space heating, air conditioning or incinerator equipment or appurtenances as are subject to the provisions of this chapter without first making written application for a permit therefor setting forth the nature and extent of the work to be performed. (Ord. 5392, 3-20-2017)

9-5-7: INSTALLATION BY OWNER:

In cases where the owner/occupant desires to do heating, air conditioning and ventilation work in the owner's own residence, the owner shall appear before the mechanical inspector and show competency in the installations of heating, air conditioning and ventilation systems. Upon such showing of competency and approval and payment of required fees, a mechanical permit shall be issued. Said permit authorizes owner to do heating, air conditioning and ventilation work only in the dwelling owned and occupied by said owner without licensing, certificate of insurance or help from other than family members. Said person performs all labor in connection therewith, has the necessary inspections made and complies with code requirements. (Ord. 5392, 3-20-2017)

9-5-8: NOTIFICATION FOR INSPECTION:

- A. It shall be the duty of the permit holder to notify the inspector that the work is ready for inspection or test. All inspections require twenty four (24) hours' notice.
- B. It shall be the duty of the permit holder to make sure the work will stand the test prescribed before giving notification.
- C. If the inspector finds that the work will not stand a required test, or corrections are required, the journeyman HVAC shall be required to notify the inspector when the necessary corrections are complete for reinspection. If the journeyman HVAC calls for a reinspection where corrections were required and the corrections were not made, a reinspection fee will be assessed to the contractor. The reinspection fee shall be paid before additional inspections are made.
- D. If the inspector fails to appear within twenty four (24) hours, during normal working hours, of the time set for each inspection or test, the inspection or test shall be deemed to have been made, but the journeyman HVAC doing the work shall be required to file an affidavit with the mechanical inspector that the work was installed with the ordinance and permit, and that it was free from defects and that the required test had been made and the system was found free from leaks. (Ord. 5392, 3-20-2017)

9-5-9: APPLICABILITY:

If an existing building is damaged by fire or otherwise or altered in a manner to require the replacement of fifty percent (50%) or more of the structure as determined by the authority having jurisdiction, the entire building shall conform to this chapter's requirements for new buildings. (Ord. 5392, 3-20-2017)

ARTICLE A. MECHANICAL CODE

SECTION:

9-5A-1: Mechanical Code Adopted

9-5A-2: Amendments

9-5A-1: MECHANICAL CODE ADOPTED:

The international mechanical code and international fuel gas code are adopted by this reference except as added to, deleted, modified or amended otherwise herein, and there is adopted as the mechanical code of the city, that certain mechanical code known as the international mechanical code, 2015 edition, and international fuel gas code, 2015 edition, as prepared by the International Code Council (ICC). (Ord. 5392, 3-20-2017)

9-5A-2: AMENDMENTS:

!!! Where this chapter uses the phrase heating, air conditioning, and ventilation; fuel gas and mechanical systems appliances, and equipment shall be understood to be included.

The following sections of the 2015 international mechanical code (ICC) and 2015 international fuel gas code (ICC) are amended as follows:

Section 101.1 Insert: city of Waterloo.

Section 101.2 Delete: Exception.

Sections 103.1, 103.2, and 103.3 Delete in their entirety.

Section 106.2 of the 2015 international mechanical code Add: item #9, electric baseboard heating system.

Section 106.5.2 of the 2015 international mechanical code and section 106.6.2 of the 2015 international fuel gas code are hereby amended to read:

Permit Fees. All mechanical permit fees shall be established by resolution of the city council and paid prior to issuance of a permit or re-inspection.

Section 106.5.3 of the 2015 international mechanical code and section 106.6.3 of the 2015 international fuel gas code are hereby amended as follows:

Fee Refunds: #2. Not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

#3 Deleted.

Section 108.4 of the 2015 international mechanical code and 2015 international fuel gas code are deleted and replaced with the following:

108.4 Municipal Infraction.

108.4.1 Any person, firm or corporation failing to comply with or violating any of the terms or provisions of this ordinance shall be deemed guilty of a municipal infraction and upon conviction thereof, be punished accordingly.

108.4.2 If any mechanical work, including construction or repair, is performed within the city contrary to the provisions of this ordinance, it shall be deemed a municipal infraction and in addition to penalties described, shall be corrected in accordance with this ordinance.

108.4.3 The omission or failure to perform any act or duty required by this ordinance or the performing of any act which is prohibited or declared to be unlawful by this ordinance, an offense or a municipal infraction pursuant to this ordinance or the international mechanical code and/or international fuel gas code is punishable by a fine of up to two hundred dollars (\$200.00) for the first offense and up to four hundred dollars (\$400.00) for each subsequent offense.

Delete section 108.4 of the 2015 international mechanical code and 2015 international fuel gas code.

Delete sections 109.2, 109.3, 109.4, 109.5, 109.6 and 109.7 of the 2015 international mechanical code and 2015 international fuel gas code.

Amend section 507.2.2 of the 2015 international mechanical code by deleting the following wording "into the HVAC system design or".

Add sections 507.2.3.1 and 507.2.3.2 to the 2015 international mechanical code.

Section 507.2.3.1 Cooking appliances used in commercial-type occupancies such as places of worship, fellowship halls, lodge halls, employee kitchens, and classrooms may need to be provided with a hood based on the type of appliances and processes in accordance with sections 507.2, and 507.2.1. Light-duty appliances that produce heat or moisture and do not produce grease or smoke may need to be provided with a hood in accordance with sections 505.1, 501.1 exception 1, and 505.2. At the discretion of the building official or designee, in all applications, portable fire extinguishing equipment shall be provided as directed by the fire marshal.

Exception: If a type 1 hood with a fire suppression system is not needed or installed, a permanent etched sign with background contrasting letters at least 2 inches in height shall be installed in plain sight on or near the hood stating "NO FRYING, GRILLING, SAUTEING OR GREASE ALLOWED".

1. Complete and submit a use agreement form available at the building department.
2. The equipment is limited to a maximum of two domestic light-duty appliances in any one location.
3. Complete hood coverage of the cook area is provided and hood is ducted in compliance with the mechanical code requirements for type II hoods.
4. Cooking practices are limited to tenants of the building.
5. Frying, sauteing, grilling or other grease producing activities that produces more than minimal amounts of grease or grease vapor are prohibited.
6. Portable fire extinguishing equipment shall be provided as directed by the city.
7. A permanent etched sign shall be installed in plain sight on the hood stating "ONLY MINIMAL FRYING, GRILLING, OR SAUTEING ALLOWED".
8. Where the cooking equipment is to be used as training equipment, it shall not be used by students without direct supervision of an instructor.
9. The approved use is tenant based. If the tenant changes, the occupancy changes, or the type of cooking changes, approval of the alternative hood is voided.
10. City inspectors shall have the authority to immediately void the approval if any of the above conditions are found to be in

violation.

Amend chapter 6 of the international mechanical code, 601.5.

Exception #5 will not apply to existing unaltered structures. All new single family or existing single family converted to multi-family living will not be exempt.

The following is added to section 402.6 of the 2015 international fuel gas code:

#7 Maximum gas delivery pressure into a dwelling shall not exceed 14" water column ("w.c.").

Sections 403.4.3, 403.4.4, 403.5, 403.5.2, 403.5.3 of the 2015 international fuel gas code are hereby deleted and replaced with the following:

403.4.3 Pipe used for the installation, extension, alteration or repair of gas piping shall be standard weight wrought iron or steel (galvanized or black). Corrugated stainless steel tubing (C.S.S.T.) may be permitted for residential use only.

The following section is added to the 2015 international fuel gas code:

403.5.5 Inspection Procedure For C.S.S.T.

(a) An air pressure test of a minimum ten (10) pounds for a minimum of fifteen (15) minutes must be performed after the piping is installed in rough construction. (Before cover of interior walls and ceiling are finished.)

(b) Another air test of the same requirement must also be performed after the cover of walls and ceiling are complete. Both of which tests must be witnessed by the mechanical inspector. At no time before this, will gas service be released to the building.

(c) After final pressure test, piping can be connected to the gas service, a gas shut off will be required before each connection is made into existing pipe, and C.S.S.T. must terminate at ceiling or floor joist and hard piped with a shut off to each appliance.

Section 403.10.4 of the 2015 international fuel gas code is hereby deleted and replaced with the following:

Gas piping larger than 2" (50.8 mm) in size regardless of gas pressure and any size gas pipe carrying 1 pound p.s.i. or more gas pressure shall be welded black pipe with welding performed by a certified welder and pressure tested to a minimum 50 pounds p.s.i. for no less than one (1) hour.

In lieu of the NEC, HVAC air handling equipment with a blower motor or electric elements in a duct needs to be provided with disconnect means within reach of the unit.

(Ord. 5392, 3-20-2017)

ARTICLE B. MECHANICAL BOARD FOR LICENSING AND APPEALS

SECTION:

9-5B-1: Board Established; Composition

9-5B-2: Appointment, Terms

9-5B-3: Quorum

9-5B-4: Powers And Duties

9-5B-1: BOARD ESTABLISHED; COMPOSITION:

A. Board Established: There is hereby established a mechanical board for licensing and appeals, hereinafter referred to as the board, with authority and responsibility as follows:

1. To act as a board of appeals as provided in the heating, air conditioning and ventilation code.
2. To periodically review the provisions of the heating, air conditioning and ventilation code and recommend to the building official for improving and updating said ordinance.

B. Composition Of Board: The board shall consist of five (5) members, all of whose place of business or residence is located in the city. All members shall be qualified by experience and training to pass judgment upon matters pertaining to the installation of heating, air conditioning, and ventilation systems. The membership shall be as follows: three (3) certificate of competency holders, and two (2) members at large, with no one company or interest being represented by more than one member of the board. The city mechanical inspector or building official's designee shall act as secretary to the board. (Ord. 5392, 3-20-2017)

9-5B-2: APPOINTMENT, TERMS:

A. Appointment Of Members: The members of the mechanical board for licensing and appeals shall be appointed by the mayor with the approval of the city council.

B. Terms: After the initial appointment of the board, the terms of the members shall be for three (3) years except that the initial terms shall be so arranged and staggered that the terms of no more than two (2) members shall expire on December 31 of any one year. A vacancy within any term shall be filled by appointment of the mayor with the approval of the city council for the unexpired portion of that term only.

C. Compensation: The members of the board shall serve without compensation.

D. Organization: The board shall designate a member as chair and vice chair and shall adopt reasonable rules for conducting its investigations and proceedings, and shall render all decisions and findings in writing to the building official with a duplicate copy to the appellant and may recommend to the city council new legislation as is consistent therewith. (Ord. 5392, 3-20-2017)

9-5B-3: QUORUM:

Three (3) members of the board shall constitute a quorum for the transaction of business, provided that a decision on a matter relating to a specific license shall not be valid unless decided in the presence of a board member who holds a similar valid license. Any vote taken for the purpose of suspending or revoking a contractor's license shall require a majority vote of all members of the board. (Ord. 5392, 3-20-2017)

9-5B-4: POWERS AND DUTIES:

The mechanical board for licensing and appeals shall have the following powers and duties:

A. To hold regular meetings when determined necessary for the purpose of conducting examinations of applicants for mechanical certificates of competency or heating, air conditioning and ventilation appeals.

B. To act upon reports of violations by licensed contractors as filed by the mechanical inspector with the board.

C. To prescribe rules consistent with the provisions of this chapter for hearings before the board to suspend, revoke, or reinstate licenses.

D. To keep a complete record of the official proceedings of the board; to preserve all documents, books, and papers relating to appeals, examinations for licenses, and hearings of complaints and charges for at least three (3) years.

E. To hear appeals from the decision of the mechanical inspector and to rule on interpretations of the provisions of the heating, air conditioning and ventilation code. (Ord. 5392, 3-20-2017)

ARTICLE C. MECHANICAL CONTRACTORS

SECTION:

9-5C-1: License Required

9-5C-2: Conditions Of License

9-5C-3: Revocation Of License

9-5C-1: LICENSE REQUIRED:

A. License: No person other than those holding a current state mechanical contractor license, in addition to their state master HVAC license shall be allowed to work at the trade of heating, air conditioning, and ventilation in the city of Waterloo.

B. Unlawful To Lend License: It shall be unlawful for any person to lend that person's license, or to borrow the license of another person, nor shall any person offer to assume the responsibility of another person's work, when such person's work would require that person to be licensed under the provisions of this chapter.

C. Exemption: Homeowners working on their principal residence shall be exempt from state licensing. (Ord. 5392, 3-20-2017)

9-5C-2: CONDITIONS OF LICENSE:

A. Advertising Without License: No person shall advertise in any way that they possess the qualifications to engage in or carry on the heating, air conditioning and ventilation trade or business in the city unless they are a bona fide holder of a valid contractor's license as provided in section 9-5C-1 of this article. (Ord. 5392, 3-20-2017)

9-5C-3: REVOCATION OF LICENSE:

A. A contractor's license may be revoked for cause by the board, after a hearing by said board, upon a written notice served upon the person in whose name said license is issued, not less than ten (10) days prior to the date of hearing, stating the time and place thereof and the grounds for such hearing.

B. If by super majority vote the revocation of the contractor's license is approved, the affected party(ies) have ten (10) working days to appeal the revocation action to the city council.

C. A written letter shall be directed to the building official stating the reason for the appeal. The building official shall arrange a work session with the city council within fourteen (14) days to hear the appeal. The decision by the city council shall be final. (Ord. 5392, 3-20-2017)

CITY OF WATERLOO

Council Communication

4:45 p.m. Housing Authority Board, Harold E. Getty Council Chambers

City Council Meeting: 9/19/2022

Prepared:

Submitted by:

Submitted By:

CITY OF WATERLOO

Council Communication

Complete Streets minutes of July 26, 2022.

City Council Meeting: 9/19/2022

Prepared: 9/7/2022

ATTACHMENTS:

Description	Type
□ minutes	Backup Material

SUBJECT: Complete Streets minutes of July 26, 2022.

Submitted by: Submitted By:

**Minutes of The
City of Waterloo Complete Streets Advisory Committee Meeting
July 26, 2022**

The Meeting of the City of Waterloo Complete Streets Advisory Committee was called to order at 1:30 pm July 26, 2022, by Chairperson Cass.

Roll Call: Members present: Felicia Cass, Paul Huting, Wayne Castle, Jessica Rucker, John Dornoff, Kyle Durant, Oumie Ceesay, and Aric Schroeder.

Members absent were: Anne Marie Kofta, David Sturch, Ray Feuss, Matt Schindel, Sandi Greco, and Greg Young.

Other attendees: Aldina Dautovic – INRCOG

It was moved by Rucker and seconded by Schroeder to approve the minutes of the June 28, 2022 meeting. Motion carried unanimously.

1. Review and Vote on top policy priority and develop a sub-committee

- Cass had everyone present vote on their priority project again.
- It appears that “adopt pedestrian through zones” on sidewalks in business districts (parklets) will be the top vote getter.

2. Upcoming Planning Commission Agenda Review

- Schroeder went over the PZ agenda
- Discussion on the Schoitz development and sidewalks to which is was pointed out that the committee did recommend sidewalks along Acadia Street which was put in as a condition of approval. Kimball and Ridgeway Avenues have sidewalks along their frontages.

3. Other Project Status Updates

- Ridgeway Avenue
 - Resurfacing of Ridgeway Avenue from Ansborough Avenue to Kimball Avenue is underway.
- Pools at Gates and Byrnes Parks.
 - Huting went over the current plans to replace the two pools at each park.
 - Currently has \$13 million of the \$16 to \$18 million cost of redeveloping the pool areas.
 - Discussion on how to connect the two pools including the difficulty of getting a trail to Byrnes and the possibility of a transit bus connection.
- Marina
 - Construction on the marina is underway and will hopefully be completed before the hockey season starts.
 - Discussion on how the marina came about and what the city would like to see happen with it.
- Trails
 - Dautovic showed a spot that is along the Cedar River that has no railings and sits right across the river. However, it is not designated as a trail.

Complete Streets Advisory Committee Minutes

July 26, 2022

Discussion Items:

- Ceesay will score putting sidewalks along the streets on the recon list for 2021.
- Meeting on August 10th at 2:00 pm to discuss possible recon projects.

Adjournment

Cass adjourned the meeting at 3:00 p.m.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "John Dornoff".

John Dornoff
Planner II