Amended Council Agenda
Council Meeting
Monday, September 6, 2022

AMENDED

Item 3; Public Hearing: FY 2023 Sidewalk Repair Assessment Program - Zone 2, Contract No. 1064.

To remove the following as no bids were received for this project:

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

2. 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.

THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, REGULAR SESSION TO BE HELD AT Harold E. Getty Council Chambers Tuesday, September 6, 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

Rob Nichols, At-Large Council Member

Agenda, as proposed or amended.

Minutes of August 29, 2022 Planning Session, as proposed.

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

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 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.

   Submitted By: Captain J. Feaker

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.

   Submitted By: Captain J. Feaker

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.

   Submitted By: Jamie Knutson, PE, City Engineer

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).

   Submitted By: Noel Anderson, Community Planning and Development Director

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).

   Submitted By: Noel Anderson, Community Planning and Development Director

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.

   Submitted By: Dennis J. Gentz, PE, Assistant City Engineer

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.

   Submitted By: Brian Bowman, Treatment Operations Supervisor

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

   Submitted By: Sandie Greco, Traffic Operations Director

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.

    Submitted By: Quentin Hart, Mayor

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. 21613, and instruct the City Clerk to publish notice.

    Submitted By: Keith Kaspari, Airport Director

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.

Submitted By: Noel Anderson, Community Planning and Development Director

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.

    Submitted By: Noel Anderson, Community Planning and Development Director

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.

    Submitted By: Kelley Felchle, City Clerk

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.

    Submitted By: Sandie Greco, Traffic Operations Director

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

    Submitted By: Jamie Knutson, PE, City Engineer

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 Chief's (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. **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.

   Submitted By: Brian Bowman, Treatment Operations Supervisor

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.

   Submitted By: Oumie Ceesay, Associate Engineer

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.

   Submitted By: Noel Anderson, Community Planning and Development Director

7. Motion to receive and place on file the 2021 Operating Report of the Waterloo Water Works.

   Submitted By: Chad Coon, General Manager Waterloo Water Works

8. Motion to receive and place on file the 2021 Audit of the Waterloo Water Works.

   Submitted By: Chad Coon, General Manager 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.

   Submitted By: Brock Weliver, Fire Marshal

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.

    Submitted By: Mayor Hart

11.

PUBLIC HEARINGS

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

Motion to receive and file proof of publication notice of public hearing.
HOLD HEARING - No comments on file.

Motion to close hearing and receive and file oral and written comments.
Resolution adopting Proposed Resolution of Necessity, as proposed or amended.
Resolution approving proposed construction of sidewalk improvements.
Resolution to fix value of lots.
Resolution to adopt proposed plat and schedule of assessments and estimate of costs.

Submitted By: Oumie Ceesay, Associate Engineer

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

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

Submitted By: Oumie Ceesay, Associate Engineer

4. **Not to Exceed $500,000.00 Sewer Revenue Capital Loan Notes (State of Iowa Revolving Loan Fund Sponsored Project Amendment)**

Motion to receive and file proof of publication of notice of public hearing on the authorization of one or more Loan Disbursement Agreements and the issuance of Notes to evidence the obligation of the City thereunder.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution instituting proceedings to take additional action for the issuance of not to exceed $500,000.00 Sewer Revenue Capital Loan Notes (State of Iowa Revolving Loan Fund Sponsored Project Amendment).

Submitted By: Kelley Felchle, City Clerk

RESOLUTIONS

5. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

6. 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 Leversee Road.

Submitted By: Noel Anderson, Community Planning and Development Director

7. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

8. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

9. 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 executee said document.

Submitted By: Noel Anderson, Community Planning and Development Director

10. 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.

Submitted By: Randy Bennett, Public Works Division Manager

11. 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.

Submitted By: Jamie Knutson, PE, City Engineer

12. 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.

Submitted By: Brian Bowman, Treatment Operations Supervisor

13. 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.

Submitted By: Jamie Knutson, PE, City Engineer

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

MEETINGS

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

PUBLIC INFORMATION

1. Communication from the Airport on the notice of the conclusion of employment for Christopher Preston, Airport Ops Specialist, effective 8/5/2022 with recommendation of approval of payout of $9,101.91 for unused benefits.

2. Communication from the Police Department on the notice of the conclusion of employment for Brent Cirksena, Police Lieutenant, effective 8/4/2022 with recommendation of approval of payout of $44,805.83 for unused benefits.

3. Communication from the Finance Department on the notice of the conclusion of employment for Michelle Weidner, Chief Financial Officer, effective 9/1/2022 with recommendation of approval of payout of $12,240.66 for unused benefits.

4. Communication from the Police Department on the notice of the conclusion of employment for Joel Fitzgerald, Police Chief, effective 8/19/2022 with recommendation of approval of payout of $16,543.73 for unused benefits.

5. Board of Adjustment minutes of June 28, 2022.

6. Board of Adjustment minutes of July 26, 2022.

7. Community Development Board Meeting minutes of July 19, 2022.

8. Historic Preservation Commission minutes of July 19, 2022.

9. Leisure Services Commission minutes of June 14, 2022.

10. Planning, Programming and Zoning minutes of July 12, 2022.

CITY OF WATERLOO

Council Communication

Minutes of August 29, 2022 Planning Session, as proposed.

City Council Meeting: 9/6/2022
Prepared:

ATTACHMENTS:

	Description	Type
	08.29.2022 Planning Session Minutes	Backup Material

Submitted by: Submitted By:

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 9/6/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Diabetes Awareness Week	Backup Material

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS, Healthcare is the defining issue of our generation; and

WHEREAS, The United States spends more money per person on healthcare than any other advanced nation, yet our health outcomes lag other developed countries in healthcare affordability; and

WHEREAS, the City of Waterloo believes that healthcare is a human right; and

WHEREAS, the COVID-19 Pandemic created a worldwide healthcare crisis that restricted people access to essential screenings and routine doctor visits; and

WHEREAS, Focus on Diabetes continued to serve the community through the Focus on Diabetes COVID-19 Assist initiative and the Cedar Valley Focus on Diabetes; and

WHEREAS, the number 8 goal of City of Waterloo's strategic plan is the Community of Opportunity; and

WHEREAS, the Cedar Valley Focus on Diabetes does that by offering patient education and free screenings for diabetic patients, their families, and the community.

WHEREAS, the City of Waterloo joins the State of Iowa…

NOW, THEREFORE, I, Mayor Quentin Hart, do hereby proclaim September 5 – 10, 2022, as

FOCUS ON DIABETES AWARENESS WEEK

And encourage all community members and legislators to take part by going to the Cedar Valley Focus on Diabetes on September 10, 2022 at the Waterloo Center for the Arts from 11:00 am – 2:00 pm to get a free A1c screening, get your blood pressure checked, and get a foot exam or speak to one or all of the educational resource tables and RECLAIM YOUR HEALTH.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Waterloo to be affixed this 6th day of September 2022.

ATTEST:

CITY OF WATERLOO — IOWA

Kelley Felchle
City Clerk

Quentin Hart
Mayor

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 9/6/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Constitution Week	Backup Material

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS, September 17, 2022, marks the two hundred thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

WHEREAS, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, Quentin Hart, Mayor of the City of Waterloo, Iowa, do hereby proclaim the week of September 17 through 23, 2022, as

CONSTITUTION WEEK

In Waterloo, Iowa, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused the Seal of the City of Waterloo to be affixed this 6th day of September 2022.

ATTEST:

Kelley Felchle
City Clerk

Quentin Hart
Mayor

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/6/2022
Prepared: 8/8/2022

ATTACHMENTS:

	Description	Type
	Noise Variance - Fall Festival	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Captain J. Feaker

APPLICATION
FOR
VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Queen of Peace Parish

APPLICANT'S ADDRESS: 320 Mulberry St.

APPLICANT'S PHONE #: 319-226-3655

ANTICIPATED DATE OF VARIANCE: Sept 11, 2022

NAME OF EVENT: Fall Festival

TIMES OF DAY OF VARIANCE: noon - 4pm

GEOGRAPHICAL LOCATION OF VARIANCE: ~~Queen Mulberry St~~
East side of 3rd St. between Mulberry & Lafayette (near Regions Bank)

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES:
There are some apartment complexes nearby

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.

During our parish Fall Festival we will have live entertainment - live music - located east side of 3rd St., across Queen of Peace Church
The band will have a PA system

Rev. Nils de Jesus Fernandez
Applicant's Signature

8/4/2022
Date

CITY COUNCIL ACTION:

APPROVAL: _____

DENIAL: _____

Police Dept. Recommendation

APPROVAL: Capt SDZ F3631

DENIAL: _____

DECIBEL LEVEL: 90 dbA

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/6/2022
Prepared: 8/8/2022

ATTACHMENTS:

	Description	Type
🗋	Noise Variance Request - HBS	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Captain J. Feaker

APPLICATION

FOR

VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Keri McMahon, Heartland Business Systems, LLC

APPLICANT'S ADDRESS: 11259 NW Aurora Ave, Urbandale, IA 50322

APPLICANT'S PHONE #: O: 515-400-8296 M: 856-577-3499

ANTICIPATED DATE OF VARIANCE: September 28, 2022

NAME OF EVENT: HBS Iowa League of Cities Reception

TIMES OF DAY OF VARIANCE: 8PM-12PM

GEOGRAPHICAL LOCATION OF VARIANCE: GR Kitchen & Taps,
205 W 4th St, Waterloo, IA 50701

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES:
3 blocks (estimated)

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.

1. Private event held by Heartland Business Systems for the attendees of the Iowa League of Cities Conference. The noise will be a live band with PA system, outdoors on the patio or lawn space.

2.

Keri McMahon
Applicant's Signature

07/27/2022
Date

CITY COUNCIL ACTION:

APPROVAL: _____

DENIAL: _____

Police Dept. Recommendation

APPROVAL: Capt DDZ F3631

DENIAL: _____

DECIBEL LEVEL: 90 dBA

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/6/2022
Prepared: 8/24/2022

ATTACHMENTS:

Description	Type
DW Waiver_1710 E Mitchell Ave	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Recommended Action:	Recommended for approval by the City Engineer.
Summary Statement:	Attached is a request for construction of a concrete driveway with the elimination of the sidewalk section due to the inability to meet requirements of the driveway at 1710 E. Mitchell Avenue. I have reviewed this request and recommend its approval subject to the following provisions: 1. Work to be performed by an approved and bonded contractor. 2. A permit is to be obtained from the office of the City Engineer prior to construction. 3. All work shall be performed under the supervision of the City Engineer at no cost to the City of Waterloo. $7.00 cash for the purpose of recording this waiver and a copy of the legal description have been provided to the City Clerk's office.
Neighborhood Impact:	This is a waiver of the City's Standard Specifications for Driveway Construction. It requires Council approval so that it can be recorded to the property, so that the waiver requirements run with the property ownership.
Legal Descriptions:	THE NORTH ONE HUNDRED FORTY (140) FEET OF LOT NO. FIFTEEN (15) IN BLOCK NO. TWELVE (12) IN GOLDEN GARDENS ADDITION TO THE CITY OF WATERLOO, IOWA

WAIVER

- Set: 19" about Gutter Flow
- Surrounding grade: 25"-28"
- 1718 E Mitchell Sidewalk, Back 13' from back of curb

Date: 08/16/2022

Honorable Mayor and City Council
City Hall
Waterloo, IA 50703

Council Persons:

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

1710 E. MITCHELL AVE
(Address)

This waiver is needed because of:

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

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

_____ elimination of the sidewalk section for asphalt driveways.

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

_____ Other: _____

I agree to the following:

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

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

Respectfully submitted,

Rhonda Westin
Printed Name of Property Owner

Rhonda Westin
Signature of Property Owner

CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 9/6/2022
Prepared: 8/23/2022

ATTACHMENTS:

Description	Type
CLURA 4184 Logan Ave Form	Backup Material
CLURA 4184 Logan Ave Map	Backup Material

SUBJECT:	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).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Parcel B located in the Southwest Quarter of the Southwest Quarter of Section 36, Township 90 North, Range 13 West of the 5th P.M., in the City of Waterloo, Black Hawk County, Iowa, pursuant to plat of survey filed June 23, 2021, as Doc. No. 2021-00027284.

For Office Use Only	
Date Received:	8-23-22
Received by:	LB
Staff to make a copy for applicant	

CITY LIMITS URBAN REVITALIZATION APPLICATION

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

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

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

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

NAME: Mandi Perry
ADDRESS: 4184 Logan Ave
TELEPHONE: 515-360-1931
SIGNATURE: Mandi Perry
EMAIL: hendersonmandi@hotmail.com
DATE: 7/16/22

A. What is the *Address* of the property being improved? 4184 Logan Ave

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

Parcel B located in the Southwest Quarter of the Southwest Quarter of Section 36, Township 90 North, Range 13 West of the 5th P.M. in the City of Waterloo, Black Hawk County, Iowa, pursuant to plat of survey filed June 23, 2021, as Doc. No. 2021-00027284.

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

C. City of Waterloo Building and Inspections Department Information:
Permit Number: 2021-00014175 Date permit was issued: 10/21/21 Total permit(s) valuation: 437,463

D. What was the cost of the new construction? 600,000

E. Estimated or actual date of completion of this new construction? 7/20/22

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

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

T.J. Koenigsfeld
Black Hawk County Assessor

CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 9/6/2022
Prepared: 8/23/2022

ATTACHMENTS:

Description	Type
CLURA 106 Goldcrest Ct Form	Backup Material
CLURA 106 Goldcrest Ct Map	Backup Material

SUBJECT:	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).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Audubon Heights 7th Addition Lot 23

CITY LIMITS URBAN REVITALIZATION APPLICATION

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

RECEIVED
AUG 8 2022
JM

The City Limits Urban Revitalization Area (CLURA) allows property tax exemptions for newly constructed one or two family dwellings (single family homes or duplex/twin homes) that meet the following criteria:

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

Please fill out the following information for your application to be submitted to the City Council.

NAME: Jill + Timothy Faucher **SIGNATURE:** Jill M Faucher

ADDRESS: 106 Goldcrest Ct., Waterloo, IA 50701

TELEPHONE: (319) 504-9392 **DATE:** May 24, 2022

A. What is the *Address* of the property being improved? 106 Goldcrest Ct.

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

Audubon Heights 7th Addition Lot #23

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

Single Family New Construction w/ Lower Level Finish

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 146216 Date permit was issued: 11/12/21 Total permit(s) valuation: 234270

D. What was the cost of the new construction? $507,262

E. Estimated or actual date of completion of this new construction? 4/22/22

CITY OF WATERLOO

____ APPROVED DATED: _____ RESOLUTION NO: _____

____ DENIED

BLACK HAWK COUNTY ASSESSOR

____ APPROVED DATED: _____

Tami McFarland
Black Hawk County Assessor

____ DENIED

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



CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/6/2022
Prepared: 8/24/2022

ATTACHMENTS:

	Description	Type
	Clark St Utility Ext_Maintenance Bond	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Dennis J. Gentz, PE, Assistant City Engineer
Summary Statement:	The improvements have been completed in substantial conformance with the construction plans, standards, and requirements of this office.

vj engineering
1501 technology pkwy, suite 100
cedar falls, iowa 50613
ph: (319) 266-5829 fax: (319) 266-5160

engineering – surveying

7/20/2022

Mr. Dennis Gentz
City of Waterloo Engineering
715 Mulberry Street
Waterloo, Iowa 50703

Re: Clark Street Utility Extension
Waterloo, Iowa

Dennis:

We are requesting the City's approval and acceptance of the following as part of the Clark Street Utility Extensions:

All sanitary sewer improvements.

Water service improvements were inspected and previously approved through Waterloo Water Works.

To the best of my knowledge, the above reference improvements were completed in substantial conformance with the plans and specifications for same.

The Maintenance Bonds will be forwarded under separate cover directly by the contractors.

Should you have any questions or require additional information, please contact our office.

Very truly yours,

Dan Arends, P.E.
VJ Engineering

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. IAC593265

That Jesup Land Improvement Inc. of Jesup, IA as Principal, and the Merchants Bonding Company (Mutual) as Surety are held and firmly bound unto the City of Waterloo 715 Mulberry, Waterloo Iowa 50703 in the penal sum of eighteen thousand nine hundred seventy-five ($18,975.00) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 26th day of July, 2022.

WHEREAS, the Principal entered into a certain contract, dated the 20th day of July, 2022, with the City of Waterloo 715 Mulberry, Waterloo Iowa 50703, to furnish all the material and labor necessary for the construction of Clark Street Utility Extensions - Sanitary Sewer

in conformity with certain specifications; and

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

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically accepted upon the filing of this maintenance bond; and

WHEREAS, the Merchants Bonding Company (Mutual) for valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said City of Waterloo 715 Mulberry, Waterloo Iowa 50703 as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said work, within the period of 2 years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be obligated only to assure the maintenance of the work in the condition in which it existed at the time the work was accepted. Any obligation beyond this shall be that of only the Principal.

Jesup Land Improvement Inc.
Principal
By Larry Federspiel

Approved _____
By _____

Merchants Bonding Company (Mutual)
By _____
Cassandra J Daley Attorney-in-Fact

CON 0304 (2/15)

MERCHANTS
BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cassandra J Daley

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 26th day of July , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 26th day of July , 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of July , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20) For bond verification contact verify@merchantsbonding.com

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/6/2022
Prepared: 8/23/2022

ATTACHMENTS:

	Description	Type
🗋	Phase IVA2A Retainage	Backup Material
🗋	Completion of Work and Maintenance Bond	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Brian Bowman, Treatment Operations Supervisor
Recommended Action:	Approve completion of work and payment of retainage

Expenditure Required/Source of Funds: $ 57,698.14 sewer funds/SRF

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

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

August 16, 2022

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

Subject: **FY 2021 CIP Pipelining Phase IVA2**
Pay Application No. 9
City of Waterloo, Iowa
City Contract No. 1043
AECOM #60664721

Dear Mr. Gaherty:

Attached is Pay Application No. 9 submitted by Municipal Pipe Tool Co., LLC, for the FY 2021 CIP Pipelining Phase IVA2 project. This Pay Estimate covers Change Order No. 2 and the release of the 5% retainage.

The project is 100% complete, and all the necessary forms and construction documentation have been submitted and approved.

AECOM recommends the City of Waterloo pay Municipal Pipe Tool Co., LLC, for Pay Estimate No. 9 for the release of retainage in the amount of $53,042.91 (SRF) and $8,103.80 (Non-SRF), for a total requested payment of $53,042.91. See the table below for a breakdown.

Pay Est. No. 9 & Retainage Release

	SRF	NON-SRF
Work This Period	$ 3,223.96	$ 224.61
Stored Material This Period	$ -	$ -
Retainage Release	$ 49,818.95	$ 7,879.19
Payment This Period	$ 53,042.91	$ 8,103.80
Total Payment This Period	$	61,146.71

Project to Date:

	SRF	NON-SRF
Contract Work	$ 999,602.94	$ 157,808.46
Total Payment Requested	$ 999,602.94	$ 157,808.46
Total Retainage 5%	$ -	$ -
Total Stored Material Costs	$ -	$ -
Completed Work to Date	$ 999,602.94	$ 157,808.46
Remaining Work to Date	$ -	$ -
Percent Complete	100.00%	100.00%

Yours sincerely,

Christopher G. Oelkers, P.E.

Enclosure: Pay Estimate Tabulation
Completion Statement
Lien Waivers (2)
Maintenance Bond

P:\60664721\600_Construction_Support\660_Pay Applications\PE No. 9-FINAL\Wat CIPP PH IVA2 - Pay Estimate No 8 LTR.docx

PAY APPLICATION FOR CITY CONTRACT NO. 1043
FY 2021 CIP PIPELINING PHASE IVA2
CITY OF WATERLOO
WATERLOO, IOWA

AECOM

AECOM Project No. 60664721

Period Ending : 06/30/22

Estimate No. : 9

Contractor : Municipal Pipe Tool Co. LLC

NO.	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT		PROJECT TOTAL TO DATE		CURRENT PERIOD		% COMP
				TOTAL QUANTITY	AMOUNT	INSTALLED QUANTITY	TOTAL	INSTALLED QUANTITY	AMOUNT	
	SRF WORK									
	SRF - BASE BID									
1	8" Diameter CIP Pipe Lining	LF	$ 18.40	22,155.80	$ 407,666.72	22,155.80	$ 407,666.72	393.50	$ 7,240.40	100.00%
2	10" Diameter CIP Pipe Lining	LF	$ 20.20	1,112.80	$ 22,478.56	1,112.80	$ 22,478.56	(2.50)	$ (50.50)	100.00%
3	12" Diameter CIP Pipe Lining	LF	$ 27.00	1,182.40	$ 31,924.80	1,182.40	$ 31,924.80	0.20	$ 5.40	100.00%
4	18" Diameter CIP Pipe Lining	LF	$ 57.00	1,389.40	$ 79,195.80	1,389.40	$ 79,195.80	(6.70)	$ (381.90)	100.00%
5	Lateral Reinstatement	EA	$ 70.00	452.00	$ 31,640.00	452.00	$ 31,640.00	4.00	$ 280.00	100.00%
6	3-FT Lateral Grouting	EA	$ 340.00	386.00	$ 131,240.00	386.00	$ 131,240.00	(7.00)	$ (2,380.00)	100.00%
7	Pipe Televising - 8"	LF	$ 0.75	44,311.60	$ 33,233.70	44,311.60	$ 33,233.70	787.00	$ 590.25	100.00%
8	Pipe Televising - 10"	LF	$ 0.75	2,225.60	$ 1,669.20	2,225.60	$ 1,669.20	(5.00)	$ (3.75)	100.00%
9	Pipe Televising - 12"	LF	$ 0.75	2,364.80	$ 1,773.60	2,364.80	$ 1,773.60	0.40	$ 0.30	100.00%
10	Pipe Televising - 18"	LF	$ 1.00	2,778.80	$ 2,778.80	2,778.80	$ 2,778.80	(13.40)	$ (13.40)	100.00%
11	Type A Pipe Cleaning - 8"	LF	$ 1.10	22,155.80	$ 24,371.38	22,155.80	$ 24,371.38	327.50	$ 360.25	100.00%
12	Type A Pipe Cleaning - 10"	LF	$ 1.10	1,112.80	$ 1,224.08	1,112.80	$ 1,224.08	(2.50)	$ (2.75)	100.00%
13	Type A Pipe Cleaning - 12"	LF	$ 1.40	1,182.40	$ 1,655.36	1,182.40	$ 1,655.36	0.20	$ 0.28	100.00%
14	Type A Pipe Cleaning - 18"	LF	$ 1.60	1,389.40	$ 2,223.04	1,389.40	$ 2,223.04	(6.70)	$ (10.72)	100.00%
15	Type C Root Removal - 8"-10"	LF	$ 1.50	2,020.60	$ 3,030.90	2,020.60	$ 3,030.90	-	$ -	100.00%
16	Type C Root Removal - 12"-15"	LF	$ 1.75	283.60	$ 496.30	283.60	$ 496.30	-	$ -	100.00%
17	Type C Root Removal - 18"	LF	$ 3.00	0.00	$ -	0.00	$ -		$ -	REMOVED
18	Type D Lumberjack - 8"-10"	LF	$ 3.00	17,455.70	$ 52,367.10	17,455.70	$ 52,367.10	-	$ -	100.00%
19	Type D Lumberjack - 12"-15"	LF	$ 4.00	540.20	$ 2,160.80	540.20	$ 2,160.80	-	$ -	100.00%
20	Type D Lumberjack - 18"	LF	$ 5.00	200.00	$ 1,000.00	200.00	$ 1,000.00	-	$ -	100.00%
21	Protruding Taps Removal	EA	$ 200.00	13.00	$ 2,600.00	13.00	$ 2,600.00	-	$ -	100.00%
	SRF - Alternate No. 1 - SA 19									
101	8" Diameter CIP Pipe Lining	LF	$ 19.90	2,254.00	$ 44,854.60	2,254.00	$ 44,854.60	(19.00)	$ (378.10)	100.00%
102	Lateral Reinstatement	EA	$ 70.00	32.00	$ 2,240.00	32.00	$ 2,240.00	1.00	$ 70.00	100.00%
103	3-FT Lateral Grouting	EA	$ 340.00	25.00	$ 8,500.00	25.00	$ 8,500.00	(4.00)	$ (1,360.00)	100.00%
104	Pipe Televising - 8"	LF	$ 1.75	4,508.00	$ 7,889.00	4,508.00	$ 7,889.00	(38.00)	$ (66.50)	100.00%
105	Type A Pipe Cleaning - 8"	LF	$ 1.50	2,254.00	$ 3,381.00	2,254.00	$ 3,381.00	(19.00)	$ (28.50)	100.00%
106	Type C Root Removal - 8"-10"	LF	$ 2.00	1,057.00	$ 2,114.00	1,057.00	$ 2,114.00	-	$ -	100.00%
107	Type D Lumberjack - 8"-10"	LF	$ 4.00	1,388.00	$ 5,552.00	1,388.00	$ 5,552.00	-	$ -	100.00%
108	Protruding Taps Removal	EA	$ 200.00	6.00	$ 1,200.00	6.00	$ 1,200.00	-	$ -	100.00%
	SRF - Alternate No. 2 - SA 19									
201	12" Diameter CIP Pipe Lining	LF	$ 32.00	2,237.20	$ 71,590.40	2,237.20	$ 71,590.40	(16.80)	$ (537.60)	100.00%
202	Pipe Televising - 12"	LF	$ 2.50	4,474.40	$ 11,186.00	4,474.40	$ 11,186.00	(33.60)	$ (84.00)	100.00%
203	Type A Pipe Cleaning - 12"	LF	$ 1.50	2,237.20	$ 3,355.80	2,237.20	$ 3,355.80	(16.80)	$ (25.20)	100.00%
204	Type C Root Removal - 12"-15"	LF	$ 2.00	725.00	$ 1,450.00	725.00	$ 1,450.00	-	$ -	100.00%
205	Type D Lumberjack - 12"-15"	LF	$ 4.00	390.00	$ 1,560.00	390.00	$ 1,560.00	-	$ -	100.00%
	NON-SRF WORK									
	NON-SRF Alternate No. 3 - SA 14									
301	10" Diameter CIP Pipe Lining	LF	$ 22.00	1,294.10	$ 28,470.20	1,294.10	$ 28,470.20	2.10	$ 46.20	100.00%
302	12" Diameter CIP Pipe Lining	LF	$ 32.00	1,394.40	$ 44,620.80	1,394.40	$ 44,620.80	(4.10)	$ (131.20)	100.00%
303	Lateral Reinstatement	EA	$ 70.00	13.00	$ 910.00	13.00	$ 910.00	-	$ -	100.00%
304	3-FT Lateral Grouting	EA	$ 340.00	11.00	$ 3,740.00	11.00	$ 3,740.00	-	$ -	100.00%
305	Pipe Televising - 10"	LF	$ 1.75	2,588.20	$ 4,529.35	2,588.20	$ 4,529.35	4.20	$ 7.35	100.00%
306	Pipe Televising - 12"	LF	$ 2.50	2,788.80	$ 6,972.00	2,788.80	$ 6,972.00	(8.20)	$ (20.50)	100.00%
307	Type A Pipe Cleaning - 10"	LF	$ 1.50	1,294.10	$ 1,941.15	1,294.10	$ 1,941.15	2.10	$ 3.15	100.00%
308	Type A Pipe Cleaning - 12"	LF	$ 1.90	1,394.40	$ 2,649.36	1,394.40	$ 2,649.36	(14.10)	$ (26.79)	100.00%
309	Type C Root Removal - 8"-10"	LF	$ 2.00	660.00	$ 1,320.00	660.00	$ 1,320.00	-	$ -	100.00%
310	Type C Root Removal - 12"-15"	LF	$ 2.00	0.00	$ -	0.00	$ -	-	$ -	REMOVED
311	Type D Lumberjack - 8"-10"	LF	$ 4.00	996.00	$ 3,984.00	996.00	$ 3,984.00	-	$ -	100.00%
312	Type D Lumberjack - 12"-15"	LF	$ 4.00	0.00	$ -	0.00	$ -	-	$ -	REMOVED
313	Protruding Taps Removal	EA	$ 200.00	0.00	$ -	0.00	$ -	-	$ -	REMOVED
	NON-SRF Alternate No. 4 - SA 20									
401	24" Diameter CIP Pipe Lining	LF	$ 98.00	362.40	$ 35,515.20	362.40	$ 35,515.20	6.40	$ 627.20	100.00%
402	Pipe Televising - 24"	LF	$ 2.00	724.80	$ 1,449.60	724.80	$ 1,449.60	12.80	$ 25.60	100.00%
403	Type A Pipe Cleaning - 8"	LF	$ 4.00	362.40	$ 1,449.60	362.40	$ 1,449.60	1.10	$ 4.40	100.00%
404	Type C Root Removal - 8"-10"	LF	$ 4.00	356.00	$ 1,424.00	356.00	$ 1,424.00	-	$ -	100.00%
405	Type D Lumberjack - 8"-10"	LF	$ 7.00	0.00	$ -	0.00	$ -		$ -	REMOVED
	NON-SRF Alternate No. 5 - SA 17									
501	12" Diameter CIP Pipe Lining	LF	$ 36.00	316.60	$ 11,397.60	316.60	$ 11,397.60	(7.40)	$ (266.40)	100.00%
502	Lateral Reinstatement	EA	$ 70.00	12.00	$ 840.00	12.00	$ 840.00	-	$ -	100.00%
503	3-FT Lateral Grouting	EA	$ 340.00	10.00	$ 3,400.00	10.00	$ 3,400.00	-	$ -	100.00%
504	Pipe Televising - 12"	LF	$ 2.00	633.20	$ 1,266.40	633.20	$ 1,266.40	(14.80)	$ (29.60)	100.00%
505	Type A Pipe Cleaning - 12"	LF	$ 2.00	316.60	$ 633.20	316.60	$ 633.20	(7.40)	$ (14.80)	100.00%
506	Type C Root Removal - 12"-15"	LF	$ 2.00	0.00	$ -	0.00	$ -	-	$ -	REMOVED
507	Type D Lumberjack - 12"-15"	LF	$ 4.00	324.00	$ 1,296.00	324.00	$ 1,296.00	-	$ -	100.00%
508	Protruding Taps Removal	EA	$ 200.00	0.00	$ -	0.00	$ -	-	$ -	REMOVED

	CONTRACT TOTAL	SUBMITTED TO DATE	CURRENT PERIOD	
SRF WORK	$ 999,602.94	$ 999,602.94	$ 3,223.96	100.00%
NON-SRF WORK	$ 157,808.46	$ 157,808.46	$ 224.61	100.00%
PROJECT TOTAL	$ 1,157,411.40	$ 1,157,411.40	$ 3,448.57	100.00%

CHANGE ORDERS

NO.	DESCRIPTION	Item Number	PROJECT TOTAL	SRF	NON-SRF
	ORIGINAL CONTRACT		$ 1,128,039.35	$ 971,559.25	$ 156,480.10
	CHANGE ORDER NO. 1		$ 25,923.48	$ 24,819.73	$ 1,103.75
	CHANGE ORDER NO. 2		**$ 3,448.57**	**$ 3,223.96**	**$ 224.61**
			CONTRACT TOTAL		
			$ 1,157,411.40	**$ 999,602.94**	**$ 157,808.46**

THIS PAY PERIOD			THIS PAY PERIOD	
PROJECT TOTAL			SRF	NON-SRF
Current Pay Estimate		$ 3,448.57	$ 3,223.96	$ 224.61
Stored Materials This Period		$ -	$ -	$ -
SUBTOTAL		$ 3,448.57	$ 3,223.96	$ 224.61
Retainage This Period	0.00%	$ -	$ -	$ -
REQUESTED PAYMENT - PAY ESTIMATE NO.	**9**	**$ 3,448.57**	**$ 3,223.96**	**$ 224.61**
PROJECT TO DATE			PROJECT TO DATE	
Pay Estimate No. 1		$ 91,974.25	$ 91,974.25	$ -
Pay Estimate No. 2		$ 123,904.76	$ 103,453.86	$ 20,450.90
Pay Estimate No. 3		$ 417,793.77	$ 386,856.12	$ 30,937.65
Pay Estimate No. 4		$ 251,852.00	$ 214,838.60	$ 37,013.40
Pay Estimate No. 5		$ 142,978.05	$ 80,936.15	$ 62,041.90
Pay Estimate No. 6		$ 78,540.00	$ 78,540.00	$ -
Pay Estimate No. 7		$ 15,300.00	$ 13,940.00	$ 1,360.00
Pay Estimate No. 8		$ 31,620.00	$ 25,840.00	$ 5,780.00
Pay Estimate No. 9		$ 3,448.57	$ 3,223.96	$ 224.61
WORK COMPLETED TO DATE		$ 1,157,411.40	$ 999,602.94	$ 157,808.46
TOTAL STORED MATERIALS TO DATE		$ -	$ -	$ -
TOTAL REQUESTED PAYMENT TO DATE		**$ 1,157,411.40**	**$ 999,602.94**	**$ 157,808.46**
Retainage to Date	0.00%	$ -	$ -	$ -
TOTAL REQUESTED PAYMENT TO DATE LESS RETAINAGE		**$ 1,157,411.40**	**$ 999,602.94**	**$ 157,808.46**
PREVIOUS PAYMENTS			PREVIOUS PAYMENTS	
Pay Estimate No. 1		$ 87,375.54	$ 87,375.54	$ -
Pay Estimate No. 2		$ 117,709.52	$ 98,281.17	$ 19,428.36
Pay Estimate No. 3		$ 396,904.08	$ 367,513.31	$ 29,390.77
Pay Estimate No. 4		$ 239,259.40	$ 204,096.67	$ 35,162.73
Pay Estimate No. 5		$ 135,829.15	$ 76,889.34	$ 58,939.81
Pay Estimate No. 6		$ 74,613.00	$ 74,613.00	$ -
Pay Estimate No. 7		$ 14,535.00	$ 13,243.00	$ 1,292.00
Pay Estimate No. 8		$ 30,039.00	$ 24,548.00	$ 5,491.00
Previous Payment Subtotal		$ 1,096,264.69	$ 946,560.03	$ 149,704.66
Pay Estimate No. 9		$ 3,448.57	$ 3,223.96	$ 224.61
Retainage Release from Pay Estimate No. 8		$ 57,698.14	$ 49,818.95	$ 7,879.19
VERIFICATION		$ 61,146.71	$ 53,042.91	$ 8,103.80 VERIFIED
REQUESTED PAYMENT - PAY ESTIMATE NO.	**9**	**$ 61,146.71**	**$ 53,042.91**	**$ 8,103.80** VERIFIED
FINAL - PROJECT TOTAL REQUESTED		**$ 1,157,411.40**	**$ 999,602.94**	**$ 157,808.46** VERIFIED

Municipal Pipe Tool Co. LLC — Date 06/30/22

Christopher G. Oelkers, AECOM Project Engineer — Date 06/30/22

CITY OF WATERLOO — Date

P:\60664721\600_Construction_Support\660_Pay Applications\PE No. 9-FINAL\[WAT CIPP PH IVA2 - Pay Estimate No 9-FINAL.xlsx]Pay Estimate 09

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

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

August 16, 2022

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

Subject: **FY 2021 CIP Pipelining Phase IVA2**
Completion Statement
City of Waterloo, Iowa
City Contract No. 1043
AECOM #60664721

Dear Mr. Gaherty:

By this letter, we hereby state:

1. A final review of the above-referenced project was held, and the project is considered complete as of June 30, 2022.

2. To the best of our knowledge and belief, based on observations of AECOM staff during construction, the contractor, Municipal Pipe Tool Co., LLC, has performed the work in accordance with the plans, specifications and contract documents in effect for the above-referenced project.

3. The total cost of the completed work is $1,157,411.40.



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

08/16/2022
CHRISTOPHER G. OELKERS, P.E. Date

License No. 22053

My license renewal date is December 31, 2023.

Pages or sheets covered by this seal:
All Pages

P:\60664721\600_Construction_Support\660_Pay Applications\PE No. 9-FINAL\Wat CIPP PH IVA2 - Completion Statement.docx

MECHANIC'S LIEN/IOWA CODE CHAPTER 573/FEDERAL MILLER ACT WAIVER

Subcontractor hereby acknowledges receipt of progress payment in the amount of **$850.00** for labor, materials, services, equipment, and/or transportation furnished in respect to **FY 2021 CIP Pipelining Phase IVA2, Waterloo, IA** through the date of **November 5, 2021.** Subcontractor hereby forever waives and releases any and all mechanic's lien, Iowa Code Chapter 573, and federal Miller Act claims, and any related rights and causes of action in respect to the Project and the property on which it is located to the extent of the above progress payment amount and all previous payments received. Subcontractor hereby forever waives and releases any and all claims, causes of action, and rights to payment he/she/it may have with respect to the Project, including but not limited to any claims, causes of action, and rights under or against the Iowa Mechanic's Lien Chapter (Iowa Code §572.1 et seq.), Iowa's Little Miller Act (Iowa Code §573.1 et seq.), the federal Miller Act (40 U.S.C. § 3131 et seq.), any retainage held by the owner of the Project, and any surety bonds issued by Contractor's Surety for the Project. Subcontractor also forever waives and releases any and all claims, causes of action, and rights against the Project Owner and Contractor's Surety with respect to the Project to the extent of the above progress payment amount and all previous payments received.

SUBCONTRACTOR: Service Signing – PO Box 158, Cedar Falls, IA 50613

Cristi Hagedorn
Signature

CRISTI HAGEDORN
Printed Name of Signature

Office Manager
Title

Nov. 8, 2021
Date

RETURN TO: Municipal Pipe Tool Company, LLC
515 5th Street, PO Box 398
Hudson, IA 50643
courtnys@munipipe.com

FINAL LIEN WAIVER

Date:

The undersigned hereby acknowledges receipt for work performed on the project listed below. We hereby release any and all lien rights for labor performed and/or material for:

Contractor: Municipal Pipe Tool Company LLC

Address: 515 5th Street, PO Box 398, Hudson, IA 50643

Project: City of Waterloo ~ FY2021 CIP PIPELINING PHASE IVA2

Supplies: CIPP CORPORATION

Address: 515 5th Street, Hudson, IA 50643

Signed by: Lou Gastin

Lou Gastin Digitally signed by Lou Gastin DN: C=US, E=lgastin@vortexcompanies.com, CN=Lou Gastin Date: 2022.08.11 12:41:02-05'00'

Title: Corporate Controller

JOCELYN PUENTE
Notary Public, State of Texas
Comm. Expires 11-23-2024
Notary ID 132796820

8-10-2022

MAINTENANCE BOND

Bond No. IAC591879

KNOW ALL MEN BY THESE PRESENTS:

That, Municipal Pipe Tool Co., LLC of Hudson, Iowa as Principal, and the Merchants Bonding Company (Mutual) as Surety, are held and firmly bound unto City of Waterloo, Iowa in the penal sum of One Million One Hundred Fifty-seven Thousand Four Hundred Eleven And 40/100 ($ $1,157,411.40) Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal entered into a certain contract, with City of Waterloo, Iowa To furnish all the material and labor necessary for the construction of FY 2021 CIP Pipelining Phase IVA2, City Contract No. 1043, Waterloo, IA in Waterloo, Iowa In conformity with certain specifications; and

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

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

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

In Witness whereof, we have hereunto set our hands and seals this 16th day of August, 2022.

Municipal Pipe Tool Co., LLC
Principal
By: Kyle Armbrecht

Merchants Bonding Company (Mutual)
Surety
By:
Anne Crowner Attorney-in-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Anne Crowner; Ashlea McCaughey; Ben Williams; Brian M Delmerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tieman; John Cord; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sarah C Brown; Seth D Rooker; Stacie Christensen; Stacy Venn; Tim McCulloh; Todd Bengford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of June , 2022 .

MERCHANTS NATIONAL BONDING INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 23rd day of June 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of August 2022 .

MERCHANTS NATIONAL BONDING INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 9/6/2022
Prepared: 8/16/2022

ATTACHMENTS:

	Description	Type
🗋	NB Speed Study	Backup Material
🗋	SB Speed Study	Backup Material
🗋	map	Backup Material

SUBJECT:	Resolution approving installation of a 25 MPH speed hump in the 500 block of Milwaukee Avenue.
Submitted by:	Submitted By: Sandie Greco, Traffic Operations Director
Recommended Action:	Approve Resolution
Summary Statement:	A request was made by residents in the Milwaukee Ave. Schultz St. and Roosevelt St. vicinity during the National Neighborhood Night Out gathering. As a result of the study, the 500 block of Milwaukee Ave. met the City's requirement with the 85th percentile speed of 32 MPH southbound and 33 MPH northbound. Speed hump will be installed by the Street Department.
Neighborhood Impact:	Traffic Operations Department conducted the study with the recommendation to install the speed hump for safety concerns.

Expenditure Required/Source of Funds: $600.00 - Road Use Tax Funds

506 Milwaukee Ave
NB Speed
85% = 33 mph

CITY OF WATERLOO TRAFFIC

625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

NB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/03/22	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
14:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
15:00	0	0	5	**15**	8	1	0	0	0	0	0	0	0	0	29	26-35	23
16:00	0	1	2	12	15	**4**	**2**	0	0	0	0	0	0	0	36	26-35	27
17:00	0	0	6	14	**22**	1	1	0	0	0	0	0	0	0	**44**	26-35	36
18:00	0	0	0	7	13	1	0	0	0	0	0	0	0	0	21	26-35	20
19:00	0	**2**	6	5	5	0	0	0	0	0	0	0	0	0	18	21-30	11
20:00	**1**	1	**9**	9	6	1	1	0	0	0	0	0	0	0	28	21-30	18
21:00	0	0	2	6	3	3	0	0	0	0	0	0	0	0	14	24-33	9
22:00	0	0	1	3	2	0	0	0	0	0	0	0	0	0	6	24-33	5
23:00	0	0	2	4	0	0	0	0	0	0	0	0	0	0	6	21-30	6
Total	1	4	33	75	74	11	4	0	0	0	0	0	0	0	202		
Percent	0.5%	2.0%	16.3%	37.1%	36.6%	5.4%	2.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak Vol.																	
PM Peak Vol.	20:00 1	19:00 2	20:00 9	15:00 15	17:00 22	16:00 4	16:00 2								17:00 44		

CITY OF WATERLOO TRAFFIC

625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

NB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/04/22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
01:00	0	0	0	2	1	0	0	0	0	0	0	0	0	0	3	24-33	3
02:00	0	0	1	0	1	1	0	0	0	0	0	0	0	0	3	29-38	2
03:00	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2	14-23	1
04:00	0	0	0	1	1	2	0	0	0	0	0	0	0	0	4	29-38	3
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
06:00	0	1	3	2	1	1	0	0	0	0	0	0	0	0	8	21-30	5
07:00	0	**3**	3	8	9	1	0	0	0	0	0	0	0	0	24	26-35	17
08:00	0	0	5	**14**	**11**	**5**	0	0	0	0	0	0	0	0	**35**	26-35	25
09:00	0	0	**7**	3	8	5	0	0	0	0	0	0	0	0	23	30-39	13
10:00	0	0	6	5	4	2	**1**	0	0	0	0	0	0	0	18	21-30	11
11:00	0	0	5	7	9	0	0	0	0	0	0	0	0	0	21	26-35	16
12 PM	0	1	8	10	12	**4**	0	0	0	0	0	0	0	0	35	26-35	22
13:00	**1**	1	7	12	9	4	0	0	0	0	0	0	0	0	34	26-35	21
14:00	0	0	1	8	15	2	0	0	0	0	0	0	0	0	26	26-35	23
15:00	0	0	5	10	**19**	1	0	0	0	0	0	0	0	0	35	26-35	29
16:00	1	1	7	**20**	12	1	**1**	0	0	0	0	0	0	0	**43**	26-35	32
17:00	0	1	1	9	11	4	0	0	0	0	0	0	0	0	26	26-35	20
18:00	0	1	**10**	5	5	0	1	0	0	0	0	0	0	0	22	21-30	15
19:00	0	1	8	11	10	0	1	0	0	0	0	0	0	0	31	25-34	21
20:00	0	0	0	7	3	2	0	0	0	0	0	0	0	0	12	26-35	10
21:00	0	**2**	0	9	4	0	0	0	0	0	0	0	0	0	15	26-35	13
22:00	0	0	3	5	3	0	0	0	0	0	0	0	0	0	11	21-30	8
23:00	0	0	1	3	0	0	0	0	0	0	0	0	0	0	4	21-30	4
Total	2	12	82	151	149	35	4	0	0	0	0	0	0	0	435		
Percent	0.5%	2.8%	18.9%	34.7%	34.3%	8.0%	0.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak		07:00	09:00	08:00	08:00	08:00	10:00								08:00		
Vol.		3	7	14	11	5	1								35		
PM Peak	13:00	21:00	18:00	16:00	15:00	12:00	16:00								16:00		
Vol.	1	2	10	20	19	4	1								43		

CITY OF WATERLOO TRAFFIC
625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

NB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/05/22	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	19-28	2
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	1	3	1	0	0	0	0	0	0	0	0	0	5	26-35	4
04:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1
05:00	0	0	0	2	0	1	0	0	0	0	0	0	0	0	3	20-29	2
06:00	0	0	0	2	4	3	**2**	0	0	0	0	0	0	0	11	29-38	7
07:00	0	**1**	**4**	9	3	2	0	0	0	0	0	0	0	0	19	21-30	13
08:00	0	0	2	5	**10**	2	1	**2**	0	0	0	0	0	0	22	26-35	15
09:00	0	1	4	8	7	**5**	0	0	0	0	0	0	0	0	**25**	26-35	15
10:00	**2**	0	1	1	6	0	1	0	0	0	0	0	0	0	11	26-35	7
11:00	0	1	3	**10**	6	0	0	0	0	0	0	0	0	0	20	26-35	16
12 PM	1	0	1	7	12	2	0	0	0	0	0	0	0	0	23	26-35	19
13:00	0	1	2	7	5	3	0	0	0	0	0	0	0	0	18	26-35	12
14:00	**2**	0	3	13	15	**5**	**1**	0	0	0	0	0	0	0	39	26-35	28
15:00	0	**3**	3	13	**20**	3	0	0	0	0	0	0	0	0	**42**	26-35	33
16:00	0	0	1	**17**	18	4	0	0	0	0	0	0	0	0	40	26-35	35
17:00	0	2	2	12	10	2	1	**1**	0	0	0	0	0	0	30	26-35	22
18:00	0	1	2	9	6	0	0	0	0	0	0	0	0	0	18	26-35	15
19:00	0	0	4	10	2	1	1	0	0	0	0	0	0	0	18	21-30	14
20:00	0	1	**10**	6	2	1	0	0	0	0	0	0	0	0	20	21-30	16
21:00	1	2	2	5	4	0	0	0	0	0	0	0	0	0	14	25-34	9
22:00	0	0	3	2	4	0	0	0	**1**	0	0	0	0	0	10	26-35	6
23:00	0	0	1	5	1	0	0	0	0	0	0	0	0	0	7	21-30	6
Total	6	13	50	148	136	34	7	3	1	0	0	0	0	0	398		
Percent	1.5%	3.3%	12.6%	37.2%	34.2%	8.5%	1.8%	0.8%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	10:00	07:00	07:00	11:00	08:00	09:00	06:00	08:00							09:00		
Vol.	2	1	4	10	10	5	2	2							25		
PM Peak	14:00	15:00	20:00	16:00	15:00	14:00	14:00	17:00	22:00						15:00		
Vol.	2	3	10	17	20	5	1	1	1						42		

CITY OF WATERLOO TRAFFIC

625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

NB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/06/22	0	0	2	1	1	0	0	0	0	0	0	0	0	0	4	19-28	3
01:00	0	1	3	1	0	0	0	0	0	0	0	0	0	0	5	21-30	4
02:00	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	20-29	2
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
06:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	29-38	1
07:00	0	0	1	1	1	0	0	0	0	0	0	0	0	0	3	19-28	2
08:00	1	1	3	11	1	**3**	**1**	0	0	0	0	0	0	0	21	21-30	14
09:00	**2**	0	2	10	2	1	0	0	0	0	0	0	0	0	17	21-30	12
10:00	0	0	**5**	4	7	0	0	0	0	0	0	0	0	0	16	25-34	11
11:00	0	**2**	1	**12**	**10**	1	0	0	0	0	0	0	0	0	**26**	26-35	22
12 PM	0	0	3	12	**8**	**2**	0	0	0	0	0	0	0	0	25	26-35	20
13:00	0	1	3	11	7	0	0	0	0	0	0	0	0	0	22	26-35	18
14:00	2	0	**6**	11	4	2	0	0	0	0	0	0	0	0	25	21-30	17
15:00	2	1	2	6	7	1	**2**	0	0	0	0	0	0	0	21	26-35	13
16:00	0	1	1	7	3	0	0	0	0	0	0	0	0	0	12	25-34	10
17:00	0	0	4	7	5	1	1	0	0	0	0	0	0	0	18	24-33	12
18:00	1	1	4	**16**	4	1	0	0	0	0	0	0	0	0	27	21-30	20
19:00	1	1	1	10	6	2	0	0	0	0	0	0	0	0	21	26-35	16
20:00	0	0	4	8	4	0	0	0	0	0	0	0	0	0	16	21-30	12
21:00	0	1	3	10	2	0	0	**1**	0	0	0	0	0	0	17	21-30	13
22:00	**28**	**6**	2	4	3	2	1	0	0	0	0	0	0	0	**46**	1-10	19
23:00	0	0	1	4	0	0	0	0	0	0	0	0	0	0	5	21-30	5
Total	37	16	51	148	75	17	5	1	0	0	0	0	0	0	350		
Percent	10.6%	4.6%	14.6%	42.3%	21.4%	4.9%	1.4%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	09:00	11:00	10:00	11:00	11:00	08:00	08:00								11:00		
Vol.	2	2	5	12	10	3	1								26		
PM Peak	22:00	22:00	14:00	18:00	12:00	12:00	15:00	21:00							22:00		
Vol.	28	6	6	16	8	2	2	1							46		

CITY OF WATERLOO TRAFFIC

625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

NB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/07/22	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1
01:00	21	2	2	2	0	0	0	0	0	0	0	0	0	0	27	6-15	14
02:00	**31**	**9**	1	1	0	0	0	0	0	0	0	0	0	0	**42**	1-10	21
03:00	3	5	1	0	0	0	0	0	0	0	0	0	0	0	9	11-20	6
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
06:00	0	0	1	2	0	0	0	0	0	0	0	0	0	0	3	20-29	3
07:00	4	0	0	2	1	0	0	0	0	0	0	0	0	0	7	26-35	3
08:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
09:00	0	0	1	3	2	0	0	0	0	0	0	0	0	0	6	24-33	5
10:00	0	1	2	2	**4**	0	0	0	0	0	0	0	0	0	9	25-34	6
11:00	2	1	**3**	**9**	3	0	0	**1**	0	0	0	0	0	0	19	21-30	12
12 PM	0	1	**7**	9	**9**	1	0	0	0	0	0	0	0	0	**27**	25-34	18
13:00	0	0	5	10	2	1	0	0	0	0	0	0	0	0	18	21-30	15
14:00	**4**	**2**	3	3	4	**2**	0	0	0	0	0	0	0	0	18	24-33	7
15:00	1	0	4	9	3	2	0	0	0	0	0	0	0	0	19	21-30	13
16:00	0	0	6	**12**	4	1	0	0	0	0	0	0	0	0	23	21-30	18
17:00	0	0	1	8	9	0	**1**	0	0	0	0	0	0	0	19	26-35	17
18:00	2	0	1	8	4	1	0	0	0	0	0	0	0	0	16	26-35	12
19:00	1	0	6	4	2	2	0	0	0	0	0	0	0	0	15	21-30	10
20:00	0	1	6	8	5	1	1	0	0	0	0	0	0	0	22	21-30	14
21:00	0	1	0	5	0	0	1	0	0	0	0	0	0	0	7	26-35	5
22:00	0	0	2	5	3	1	0	0	0	0	0	0	0	0	11	24-33	8
23:00	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2	24-33	2
Total	69	23	53	104	56	12	3	1	0	0	0	0	0	0	321		
Percent	21.5%	7.2%	16.5%	32.4%	17.4%	3.7%	0.9%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	02:00	02:00	11:00	11:00	10:00			11:00							02:00		
Vol.	31	9	3	9	4			1							42		
PM Peak	14:00	14:00	12:00	16:00	12:00	14:00	17:00								12:00		
Vol.	4	2	7	12	9	2	1								27		

CITY OF WATERLOO TRAFFIC

625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

NB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/08/22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	20-29	2
04:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	24-33	1
05:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1
06:00	0	0	1	3	3	0	0	0	0	0	0	0	0	0	7	26-35	6
07:00	0	**1**	**4**	7	**10**	3	0	0	0	0	0	0	0	0	**25**	26-35	17
08:00	0	0	2	**8**	7	**5**	0	0	0	0	0	0	0	0	22	26-35	15
09:00	0	0	4	6	8	2	0	0	0	0	0	0	0	0	20	26-35	14
10:00	0	1	1	8	4	2	0	0	0	0	0	0	0	0	16	26-35	12
11:00	0	0	0	8	3	0	0	0	0	0	0	0	0	0	11	26-35	11
12 PM	0	1	6	9	7	1	0	0	0	0	0	0	0	0	24	24-33	16
13:00	0	2	4	8	4	**3**	**1**	0	0	0	0	0	0	0	22	21-30	12
14:00	1	0	3	10	10	3	0	0	0	0	0	0	0	0	27	26-35	20
15:00	1	0	4	12	13	2	1	0	0	0	0	0	0	0	33	26-35	25
16:00	0	1	5	**25**	10	3	1	0	0	0	0	0	0	0	**45**	26-35	35
17:00	0	0	6	16	**18**	3	0	0	0	0	0	0	0	0	43	26-35	34
18:00	1	**3**	**7**	12	7	2	0	0	0	0	0	0	0	0	32	26-35	19
19:00	**2**	2	1	5	9	1	0	0	0	0	0	0	0	0	20	26-35	14
20:00	1	2	4	10	7	1	1	0	0	0	0	0	0	0	26	26-35	17
21:00	0	0	6	4	6	0	0	0	0	0	0	0	0	0	16	23-32	10
22:00	0	1	2	3	2	1	0	0	0	0	0	0	0	0	9	26-35	5
23:00	0	0	0	4	2	0	0	0	0	0	0	0	0	0	6	25-34	6
Total	6	14	60	161	131	32	4	0	0	0	0	0	0	0	408		
Percent	1.5%	3.4%	14.7%	39.5%	32.1%	7.8%	1.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak		07:00	07:00	08:00	07:00	08:00									07:00		
Vol.		1	4	8	10	5									25		
PM Peak	19:00	18:00	18:00	16:00	17:00	13:00	13:00								16:00		
Vol.	2	3	7	25	18	3	1								45		

CITY OF WATERLOO TRAFFIC

625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

NB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/09/22	**1**	0	0	0	1	1	0	0	0	0	0	0	0	0	3	29-38	2
01:00	0	0	0	1	0	1	0	0	0	0	0	0	0	0	2	19-28	1
02:00	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2	25-34	2
03:00	0	0	1	1	0	0	**1**	0	0	0	0	0	0	0	3	19-28	2
04:00	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2	30-39	2
05:00	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	20-29	2
06:00	0	0	0	2	4	2	1	0	0	0	0	0	0	0	9	31-40	6
07:00	0	0	2	7	6	1	0	**1**	0	0	0	0	0	0	17	26-35	13
08:00	0	**1**	2	4	8	**5**	1	0	0	0	0	0	0	0	**21**	29-38	13
09:00	0	0	2	5	**9**	1	1	0	0	0	0	0	0	0	18	26-35	14
10:00	1	0	**3**	**11**	6	0	0	0	0	0	0	0	0	0	21	26-35	17
11:00	0	1	3	6	5	4	0	0	0	0	0	0	0	0	19	26-35	11
12 PM	0	1	5	6	2	**2**	1	0	0	0	0	0	0	0	17	21-30	11
13:00	0	2	3	4	9	1	0	0	0	0	0	0	0	0	19	26-35	13
14:00	1	1	4	**15**	11	2	1	**1**	0	0	0	0	0	0	**36**	26-35	26
15:00	0	1	5	12	13	2	0	0	0	0	0	0	0	0	33	26-35	25
16:00	0	0	3	12	10	2	1	0	0	0	0	0	0	0	28	26-35	22
17:00	1	0	2	10	**15**	2	**2**	0	0	0	0	0	0	0	32	26-35	25
18:00	1	0	3	15	9	2	0	0	0	0	0	0	0	0	30	26-35	24
19:00	1	0	3	7	7	1	0	0	0	0	0	0	0	0	19	26-35	14
20:00	1	**4**	**11**	10	4	0	1	0	0	0	0	0	0	0	31	21-30	21
21:00	**3**	0	6	5	1	0	0	0	0	0	0	0	0	0	15	21-30	11
22:00	1	0	1	6	3	0	0	0	0	0	0	0	0	0	11	25-34	9
23:00	0	2	2	1	2	0	0	1	0	0	0	0	0	0	8	16-25	4
Total	11	13	61	142	127	31	10	3	0	0	0	0	0	0	398		
Percent	2.8%	3.3%	15.3%	35.7%	31.9%	7.8%	2.5%	0.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	00:00	08:00	10:00	10:00	09:00	08:00	03:00	07:00							08:00		
Vol.	1	1	3	11	9	5	1	1							21		
PM Peak	21:00	20:00	20:00	14:00	17:00	12:00	17:00	14:00							14:00		
Vol.	3	4	11	15	15	2	2	1							36		

CITY OF WATERLOO TRAFFIC

625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

NB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/10/22	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2	24-33	2
01:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	19-28	2
02:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	24-33	1
03:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1
04:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
05:00	0	0	0	0	1	1	0	0	0	0	0	0	0	0	2	29-38	2
06:00	0	0	2	0	4	3	0	0	0	0	0	0	0	0	9	31-40	7
07:00	**1**	1	3	8	9	3	**2**	0	0	0	0	0	0	0	**27**	26-35	17
08:00	0	0	0	7	**11**	**7**	1	0	0	0	0	0	0	0	26	26-35	18
09:00	0	**2**	**6**	**11**	3	2	0	0	0	0	0	0	0	0	24	21-30	17
10:00	0	0	0	7	5	0	0	0	0	0	0	0	0	0	12	26-35	12
11:00	0	1	1	7	7	1	0	0	0	0	0	0	0	0	17	26-35	14
12 PM	0	**3**	3	9	9	4	0	0	0	0	0	0	0	0	28	26-35	18
13:00	0	1	5	6	8	2	0	0	0	0	0	0	0	0	22	26-35	14
14:00	0	0	4	**18**	**17**	1	**2**	0	0	0	0	0	0	0	**42**	26-35	35
15:00	0	0	**8**	14	10	**5**	0	0	0	0	0	0	0	0	37	25-34	24
16:00	0	1	5	13	12	4	1	0	0	0	0	0	0	0	36	26-35	25
17:00	0	1	6	16	13	2	0	0	0	0	0	0	0	0	38	26-35	29
18:00	**2**	1	4	9	4	1	0	0	0	0	0	0	0	0	21	21-30	13
19:00	0	1	4	5	7	1	0	0	0	0	0	0	0	0	18	26-35	12
20:00	1	2	7	13	2	2	0	0	0	0	0	0	0	0	27	21-30	20
21:00	0	1	6	9	1	1	0	0	0	0	0	0	0	0	18	21-30	15
22:00	2	0	5	3	2	2	0	0	0	0	0	0	0	0	14	21-30	8
23:00	0	0	1	3	0	0	0	0	0	0	0	0	0	0	4	21-30	4
Total	6	15	72	161	127	42	6	0	0	0	0	0	0	0	429		
Percent	1.4%	3.5%	16.8%	37.5%	29.6%	9.8%	1.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	07:00	09:00	09:00	09:00	08:00	08:00	07:00								07:00		
Vol.	1	2	6	11	11	7	2								27		
PM Peak	18:00	12:00	15:00	14:00	14:00	15:00	14:00								14:00		
Vol.	2	3	8	18	17	5	2								42		

CITY OF WATERLOO TRAFFIC

625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

NB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/11/22	0	0	1	3	0	0	0	0	0	0	0	0	0	0	4	21-30	4
01:00	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2	24-33	2
02:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	34-43	1
03:00	0	0	1	2	0	0	0	0	0	0	0	0	0	0	3	20-29	3
04:00	0	**2**	0	0	1	0	0	0	0	0	0	0	0	0	3	10-19	2
05:00	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2	25-34	2
06:00	0	0	0	0	6	1	**2**	0	0	0	0	0	0	0	9	31-40	7
07:00	**1**	0	2	10	7	1	0	0	0	0	0	0	0	0	21	26-35	17
08:00	0	0	1	**12**	**9**	**3**	0	0	0	0	0	0	0	0	**25**	26-35	21
09:00	0	1	**3**	8	7	2	0	0	0	0	0	0	0	0	21	26-35	15
10:00	0	1	1	8	5	1	1	0	0	0	0	0	0	0	17	26-35	13
11:00	1	0	3	8	5	0	0	0	0	0	0	0	0	0	17	25-34	13
12 PM	1	0	4	9	8	1	0	0	0	0	0	0	0	0	23	26-35	17
13:00	0	1	6	4	9	**4**	0	0	0	0	0	0	0	0	24	31-40	13
14:00	0	1	**8**	**16**	9	0	0	0	0	0	0	0	0	0	34	24-33	25
15:00	0	0	6	11	11	3	**1**	0	0	0	0	0	0	0	32	26-35	22
16:00	0	0	5	16	**13**	3	0	0	0	0	0	0	0	0	**37**	26-35	29
17:00	1	**2**	2	13	13	3	0	0	0	0	0	0	0	0	34	26-35	26
18:00	0	0	2	9	9	0	1	0	0	0	0	0	0	0	21	26-35	18
19:00	**2**	1	2	10	3	1	0	0	0	0	0	0	0	0	19	24-33	13
20:00	0	2	1	13	5	2	1	0	0	0	0	0	0	0	24	26-35	18
21:00	0	0	5	6	3	0	0	0	0	0	0	0	0	0	14	21-30	11
22:00	0	0	2	3	1	0	0	0	0	0	0	0	0	0	6	21-30	5
23:00	0	0	0	1	3	2	0	0	0	0	0	0	0	0	6	29-38	5
Total	6	11	55	163	130	27	7	0	0	0	0	0	0	0	399		
Percent	1.5%	2.8%	13.8%	40.9%	32.6%	6.8%	1.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	07:00	04:00	09:00	08:00	08:00	08:00	06:00								08:00		
Vol.	1	2	3	12	9	3	2								25		
PM Peak	19:00	17:00	14:00	14:00	16:00	13:00	15:00								16:00		
Vol.	2	2	8	16	13	4	1								37		

CITY OF WATERLOO TRAFFIC

625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

NB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/12/22	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1
01:00	0	0	0	1	0	1	0	0	0	0	0	0	0	0	2	19-28	1
02:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	9-18	1
03:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1
04:00	0	0	1	1	1	0	0	0	0	0	0	0	0	0	3	19-28	2
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
06:00	0	0	0	0	6	1	1	0	0	0	0	0	0	0	8	31-40	7
07:00	0	0	3	7	8	**3**	0	0	0	0	0	0	0	0	21	26-35	15
08:00	0	0	0	8	6	3	0	0	0	0	0	0	0	0	17	26-35	14
09:00	0	**2**	**5**	9	**10**	1	**2**	0	0	0	0	0	0	0	**29**	26-35	19
10:00	**1**	2	4	7	3	0	0	0	0	0	0	0	0	0	17	21-30	11
11:00	0	0	5	**13**	7	1	0	0	0	0	0	0	0	0	26	25-34	20
12 PM	0	4	**5**	9	7	2	**1**	0	0	0	0	0	0	0	28	25-34	16
13:00	1	1	4	9	7	2	0	0	0	0	0	0	0	0	24	26-35	16
14:00	**2**	2	5	11	7	**6**	1	0	0	0	0	0	0	0	34	25-34	18
15:00	1	0	5	**23**	**10**	1	0	0	0	0	0	0	0	0	**40**	26-35	33
16:00	0	1	4	12	6	2	0	0	0	0	0	0	0	0	25	25-34	18
17:00	0	2	3	16	3	3	0	**2**	0	0	0	0	0	0	29	21-30	19
18:00	0	0	2	21	4	0	0	0	0	0	0	0	0	0	27	25-34	25
19:00	0	**5**	5	8	8	0	0	0	0	0	0	0	0	0	26	26-35	16
20:00	0	1	1	2	2	0	0	0	0	0	0	0	0	0	6	24-33	4
21:00	0	0	2	5	2	1	1	0	0	0	0	0	0	0	11	26-35	7
22:00	0	1	1	5	1	2	0	0	0	0	0	0	0	0	10	24-33	6
23:00	0	0	0	4	2	1	0	0	0	0	0	0	0	0	7	26-35	6
Total	5	22	55	173	100	30	6	2	0	0	0	0	0	0	393		
Percent	1.3%	5.6%	14.0%	44.0%	25.4%	7.6%	1.5%	0.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	10:00	09:00	09:00	11:00	09:00	07:00	09:00								09:00		
Vol.	1	2	5	13	10	3	2								29		
PM Peak	14:00	19:00	12:00	15:00	15:00	14:00	12:00	17:00							15:00		
Vol.	2	5	5	23	10	6	1	2							40		

CITY OF WATERLOO TRAFFIC

625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

NB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/13/22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
01:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	19-28	2
02:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1
03:00	0	0	0	2	0	**1**	0	0	0	0	0	0	0	0	3	20-29	2
04:00	**45**	**2**	1	0	0	0	0	0	0	0	0	0	0	0	**48**	1-10	30
05:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1
06:00	7	0	1	2	0	0	0	0	0	0	0	0	0	0	10	1-10	5
07:00	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2	14-23	1
08:00	0	0	0	7	3	1	0	**1**	0	0	0	0	0	0	12	26-35	10
09:00	0	0	0	4	1	1	**1**	0	0	0	0	0	0	0	7	26-35	5
10:00	0	0	1	5	**4**	1	0	0	0	0	0	0	0	0	11	26-35	9
11:00	0	0	**5**	**8**	4	1	0	0	0	0	0	0	0	0	18	21-30	13
12 PM	**1**	0	2	10	8	0	0	0	0	0	0	0	0	0	21	26-35	18
13:00	1	0	1	10	2	1	**1**	0	0	0	0	0	0	0	16	24-33	12
14:00	0	0	3	10	5	1	0	0	0	0	0	0	0	0	19	25-34	15
15:00	1	0	**5**	10	**12**	2	0	0	0	0	0	0	0	0	**30**	26-35	22
16:00	0	0	1	**11**	4	**5**	0	0	0	0	0	0	0	0	21	26-35	15
17:00	0	0	1	6	6	2	0	0	0	0	0	0	0	0	15	26-35	12
18:00	0	**1**	2	9	0	2	0	0	0	0	0	0	0	0	14	21-30	11
19:00	1	1	3	5	6	0	1	0	0	0	0	0	0	0	17	26-35	11
20:00	0	0	0	6	1	1	1	0	0	0	0	0	0	0	9	26-35	7
21:00	0	0	4	2	1	1	0	0	0	0	0	0	0	0	8	21-30	6
22:00	0	0	2	9	2	0	0	0	0	0	0	0	0	0	13	23-32	11
23:00	0	1	2	4	3	0	1	0	0	0	0	0	0	0	11	24-33	7
Total	56	5	36	123	63	20	5	1	0	0	0	0	0	0	309		
Percent	18.1%	1.6%	11.7%	39.8%	20.4%	6.5%	1.6%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	04:00	04:00	11:00	11:00	10:00	03:00	09:00	08:00							04:00		
Vol.	45	2	5	8	4	1	1	1							48		
PM Peak	12:00	18:00	15:00	16:00	15:00	16:00	13:00								15:00		
Vol.	1	1	5	11	12	5	1								30		

CITY OF WATERLOO TRAFFIC
625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

NB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/14/22	0	0	1	3	1	0	0	0	0	0	0	0	0	0	5	26-35	4
01:00	0	0	5	1	0	0	0	0	0	0	0	0	0	0	6	19-28	6
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	24-33	1
04:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
05:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
08:00	0	**1**	0	3	0	0	0	0	0	0	0	0	0	0	4	20-29	3
09:00	0	0	2	4	2	**2**	0	0	0	0	0	0	0	0	10	26-35	6
10:00	0	1	2	4	**6**	1	0	0	0	0	0	0	0	0	14	26-35	10
11:00	**1**	1	**6**	**8**	4	0	0	0	0	0	0	0	0	0	**20**	21-30	14
12 PM	**2**	0	3	12	8	1	0	0	0	0	0	0	0	0	**26**	26-35	20
13:00	0	0	3	4	7	0	0	0	0	0	0	0	0	0	14	26-35	11
14:00	0	**1**	2	10	7	1	0	0	0	0	0	0	0	0	21	26-35	17
15:00	0	1	2	7	3	**3**	0	0	0	0	0	0	0	0	16	24-33	10
16:00	0	1	**6**	**13**	5	1	0	0	0	0	0	0	0	0	26	21-30	19
17:00	0	0	4	8	**9**	2	0	0	0	0	0	0	0	0	23	26-35	17
18:00	0	0	6	5	3	1	0	0	0	0	0	0	0	0	15	21-30	11
19:00	1	0	4	13	3	0	0	0	0	0	0	0	0	0	21	21-30	17
20:00	0	1	5	8	3	0	0	0	0	0	0	0	0	0	17	21-30	13
21:00	0	0	0	3	3	0	0	0	0	0	0	0	0	0	6	26-35	6
22:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
23:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Total	4	7	53	106	65	12	0	0	0	0	0	0	0	0	247		
Percent	1.6%	2.8%	21.5%	42.9%	26.3%	4.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	11:00	08:00	11:00	11:00	10:00	09:00									11:00		
Vol.	1	1	6	8	6	2									20		
PM Peak	12:00	14:00	16:00	16:00	17:00	15:00									12:00		
Vol.	2	1	6	13	9	3									26		
Total	209	155	661	1655	1233	303	61	11	1	0	0	0	0	0	4289		
Percent	4.9%	3.6%	15.4%	38.6%	28.7%	7.1%	1.4%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			

15th Percentile :	22 MPH
50th Percentile :	28 MPH
85th Percentile :	33 MPH
95th Percentile :	37 MPH

Stats

10 MPH Pace Speed :	26-35 MPH
Number in Pace :	2888
Percent in Pace :	67.3%
Number of Vehicles > 55 MPH :	0
Percent of Vehicles > 55 MPH :	0.0%
Mean Speed(Average) :	28 MPH

506 Milwaukee Ave
SB Speed
85% = 32 mph

CITY OF WATERLOO TRAFFIC

625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

SB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/03/22	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
14:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
15:00	**1**	**2**	10	14	8	1	0	0	0	0	0	0	0	0	36	21-30	24
16:00	0	1	**11**	**16**	**14**	**2**	**1**	0	0	0	0	0	0	0	**45**	26-35	30
17:00	0	2	3	7	5	1	1	0	0	0	0	0	0	0	19	25-34	12
18:00	0	0	3	5	5	0	0	0	0	0	0	0	0	0	13	25-34	10
19:00	0	2	6	3	1	1	0	0	0	0	0	0	0	0	13	19-28	9
20:00	0	0	8	6	2	2	0	0	0	0	0	0	0	0	18	21-30	14
21:00	0	0	2	8	1	1	0	0	0	0	0	0	0	0	12	21-30	10
22:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
23:00	0	0	3	0	0	0	0	0	0	0	0	0	0	0	3	16-25	3
Total	1	7	47	59	36	8	2	0	0	0	0	0	0	0	160		
Percent	0.6%	4.4%	29.4%	36.9%	22.5%	5.0%	1.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak Vol.																	
PM Peak Vol.	15:00 1	15:00 2	16:00 11	16:00 16	16:00 14	16:00 2	16:00 1								16:00 45		

CITY OF WATERLOO TRAFFIC

625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

SB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/04/22	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
01:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2	24-33	2
05:00	0	0	0	1	3	0	0	0	0	0	0	0	0	0	4	26-35	4
06:00	0	0	4	3	2	0	0	0	0	0	0	0	0	0	9	21-30	7
07:00	0	1	**10**	9	4	0	0	0	0	0	0	0	0	0	24	21-30	19
08:00	0	3	7	9	**14**	2	0	0	0	0	0	0	0	0	**35**	26-35	23
09:00	0	**4**	6	7	3	**5**	0	0	0	0	0	0	0	0	25	21-30	13
10:00	0	2	4	8	2	0	0	0	0	0	0	0	0	0	16	21-30	12
11:00	0	2	2	**14**	5	0	0	0	0	0	0	0	0	0	23	26-35	19
12 PM	0	1	2	11	5	0	0	0	0	0	0	0	0	0	19	26-35	16
13:00	0	1	**10**	6	4	0	0	0	0	0	0	0	0	0	21	21-30	16
14:00	0	0	4	15	7	**1**	**1**	0	0	0	0	0	0	0	28	26-35	22
15:00	0	2	8	**24**	**8**	1	0	0	0	0	0	0	0	0	**43**	26-35	32
16:00	0	2	7	18	8	0	0	0	0	0	0	0	0	0	35	26-35	26
17:00	0	**3**	2	7	6	1	0	0	0	0	0	0	0	0	19	26-35	13
18:00	**1**	0	5	10	2	0	0	0	0	0	0	0	0	0	18	21-30	15
19:00	1	3	6	7	2	1	0	0	0	0	0	0	0	0	20	21-30	13
20:00	0	1	2	2	2	1	1	0	0	0	0	0	0	0	9	26-35	4
21:00	0	0	5	6	1	0	0	0	0	0	0	0	0	0	12	21-30	11
22:00	0	0	0	6	0	0	0	0	0	0	0	0	0	0	6	21-30	6
23:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	24-33	1
Total	2	25	86	164	80	12	2	0	0	0	0	0	0	0	371		
Percent	0.5%	6.7%	23.2%	44.2%	21.6%	3.2%	0.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak		09:00	07:00	11:00	08:00	09:00									08:00		
Vol.		4	10	14	14	5									35		
PM Peak	18:00	17:00	13:00	15:00	15:00	14:00	14:00								15:00		
Vol.	1	3	10	24	8	1	1								43		

CITY OF WATERLOO TRAFFIC

625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

SB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/05/22	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2	10-19	2
01:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	29-38	1
02:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2	24-33	2
05:00	0	0	4	6	3	0	0	0	0	0	0	0	0	0	13	21-30	10
06:00	0	1	5	4	5	1	0	0	0	0	0	0	0	0	16	22-31	9
07:00	0	**4**	**6**	8	1	0	0	0	0	0	0	0	0	0	19	21-30	14
08:00	0	1	6	11	5	**4**	**1**	0	0	0	0	0	0	0	**28**	21-30	17
09:00	0	2	6	**12**	**6**	1	1	0	0	0	0	0	0	0	28	21-30	18
10:00	0	0	6	8	5	0	0	0	0	0	0	0	0	0	19	21-30	14
11:00	0	0	3	12	2	0	0	0	0	0	0	0	0	0	17	21-30	15
12 PM	**1**	1	4	12	4	0	0	0	0	0	0	0	0	0	22	26-35	16
13:00	0	0	3	9	2	0	0	0	0	0	0	0	0	0	14	21-30	12
14:00	0	1	8	12	7	**3**	0	0	0	0	0	0	0	0	31	21-30	20
15:00	0	1	7	**20**	**12**	0	0	0	0	0	0	0	0	0	**40**	26-35	32
16:00	1	0	**12**	20	4	1	0	0	0	0	0	0	0	0	38	21-30	32
17:00	1	0	4	10	3	3	0	0	0	0	0	0	0	0	21	21-30	14
18:00	1	0	1	11	0	0	0	0	0	0	0	0	0	0	13	21-30	12
19:00	0	0	1	3	2	0	0	0	0	0	0	0	0	0	6	24-33	5
20:00	0	0	1	7	3	1	0	0	0	0	0	0	0	0	12	25-34	10
21:00	0	**2**	3	1	0	0	0	0	0	0	0	0	0	0	6	16-25	5
22:00	0	0	2	3	0	0	0	0	0	0	0	0	0	0	5	21-30	5
23:00	1	0	2	0	0	0	0	0	0	0	0	0	0	0	3	15-24	2
Total	5	15	85	170	65	15	2	0	0	0	0	0	0	0	357		
Percent	1.4%	4.2%	23.8%	47.6%	18.2%	4.2%	0.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak		07:00	07:00	09:00	09:00	08:00	08:00								08:00		
Vol.		4	6	12	6	4	1								28		
PM Peak	12:00	21:00	16:00	15:00	15:00	14:00									15:00		
Vol.	1	2	12	20	12	3									40		

CITY OF WATERLOO TRAFFIC

625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

SB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/06/22	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	15-24	2
01:00	0	1	1	0	0	**1**	0	0	0	0	0	0	0	0	3	14-23	2
02:00	0	0	1	0	0	1	0	0	0	0	0	0	0	0	2	14-23	1
03:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	19-28	2
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
06:00	0	1	2	1	1	0	0	0	0	0	0	0	0	0	5	21-30	3
07:00	0	1	3	4	0	1	0	0	0	0	0	0	0	0	9	21-30	7
08:00	0	**3**	3	6	**4**	0	0	0	0	0	0	0	0	0	16	26-35	10
09:00	0	1	**6**	8	2	0	0	0	0	0	0	0	0	0	17	21-30	14
10:00	0	2	6	6	3	1	0	0	0	0	0	0	0	0	**18**	21-30	12
11:00	0	1	2	**10**	1	0	0	0	0	0	0	0	0	0	14	21-30	12
12 PM	0	0	3	6	**7**	**2**	0	0	0	0	0	0	0	0	18	26-35	13
13:00	0	1	5	**13**	2	0	0	0	0	0	0	0	0	0	21	21-30	18
14:00	0	0	6	7	5	1	0	0	0	0	0	0	0	0	19	21-30	13
15:00	0	1	**8**	7	2	1	0	0	0	0	0	0	0	0	19	21-30	15
16:00	0	1	5	4	2	0	0	0	0	0	0	0	0	0	12	21-30	9
17:00	0	0	7	4	4	2	0	0	0	0	0	0	0	0	17	21-30	11
18:00	1	1	4	5	3	1	0	0	0	0	0	0	0	0	15	21-30	9
19:00	0	2	5	10	3	0	0	0	0	0	0	0	0	0	20	21-30	15
20:00	0	0	5	9	2	0	0	0	0	0	0	0	0	0	16	21-30	14
21:00	0	1	5	0	2	0	0	0	0	0	0	0	0	0	8	16-25	6
22:00	**15**	**4**	2	1	0	0	0	0	0	0	0	0	0	0	**22**	1-10	10
23:00	0	1	0	1	1	1	0	0	0	0	0	0	0	0	4	24-33	2
Total	16	22	82	103	44	12	0	0	0	0	0	0	0	0	279		
Percent	5.7%	7.9%	29.4%	36.9%	15.8%	4.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak		08:00	09:00	11:00	08:00	01:00									10:00		
Vol.		3	6	10	4	1									18		
PM Peak	22:00	22:00	15:00	13:00	12:00	12:00									22:00		
Vol.	15	4	8	13	7	2									22		

CITY OF WATERLOO TRAFFIC

625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

SB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/07/22	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1
01:00	16	1	1	0	0	0	0	0	0	0	0	0	0	0	18	1-10	11
02:00	**25**	**10**	1	0	1	0	**1**	0	0	0	0	0	0	0	**38**	11-20	18
03:00	22	2	1	0	0	0	0	0	0	0	0	0	0	0	25	1-10	15
04:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1
05:00	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	20-29	2
06:00	0	1	2	0	0	0	0	0	0	0	0	0	0	0	3	15-24	3
07:00	2	0	2	0	0	0	0	0	0	0	0	0	0	0	4	15-24	2
08:00	0	2	0	3	0	0	0	0	0	0	0	0	0	0	5	26-35	3
09:00	1	1	5	5	**2**	0	1	0	0	0	0	0	0	0	15	21-30	10
10:00	0	0	3	5	2	0	0	0	0	0	0	0	0	0	10	21-30	8
11:00	1	0	**7**	**6**	1	0	0	0	0	0	0	0	0	0	15	21-30	13
12 PM	1	1	7	5	2	0	0	0	0	0	0	0	0	0	16	21-30	12
13:00	1	1	**13**	5	1	0	0	0	0	0	0	0	0	0	21	21-30	18
14:00	0	0	2	7	3	**1**	0	0	0	0	0	0	0	0	13	24-33	10
15:00	1	**2**	9	7	0	0	0	0	0	0	0	0	0	0	19	21-30	16
16:00	**4**	1	8	**8**	**5**	0	0	0	0	0	0	0	0	0	**26**	21-30	16
17:00	1	0	5	7	3	0	0	0	0	0	0	0	0	0	16	21-30	12
18:00	0	0	3	4	1	1	0	0	0	0	0	0	0	0	9	21-30	7
19:00	1	0	4	7	0	0	0	0	0	0	0	0	0	0	12	21-30	11
20:00	1	1	8	5	1	0	0	0	0	0	0	0	0	0	16	21-30	13
21:00	0	0	1	1	2	1	0	0	0	0	0	0	0	0	5	31-40	3
22:00	0	0	1	1	2	1	0	0	0	0	0	0	0	0	5	31-40	3
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
Total	77	23	83	80	26	4	2	0	0	0	0	0	0	0	295		
Percent	26.1%	7.8%	28.1%	27.1%	8.8%	1.4%	0.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	02:00	02:00	11:00	11:00	09:00		02:00								02:00		
Vol.	25	10	7	6	2		1								38		
PM Peak	16:00	15:00	13:00	16:00	16:00	14:00									16:00		
Vol.	4	2	13	8	5	1									26		

CITY OF WATERLOO TRAFFIC

625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

SB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/08/22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
02:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1
03:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
04:00	0	0	1	2	0	0	0	0	0	0	0	0	0	0	3	20-29	3
05:00	**1**	0	2	2	3	0	0	0	0	0	0	0	0	0	8	24-33	5
06:00	0	0	6	3	2	1	0	0	0	0	0	0	0	0	12	21-30	9
07:00	0	1	5	6	5	0	0	0	0	0	0	0	0	0	17	21-30	11
08:00	0	1	**7**	9	**8**	**4**	0	0	0	0	0	0	0	0	**29**	26-35	17
09:00	0	**2**	5	**12**	5	2	0	0	0	0	0	0	0	0	26	26-35	17
10:00	0	1	7	8	3	0	0	0	0	0	0	0	0	0	19	21-30	15
11:00	0	1	3	8	2	3	0	0	0	0	0	0	0	0	17	21-30	11
12 PM	0	0	1	7	0	0	0	0	0	0	0	0	0	0	8	21-30	8
13:00	0	0	2	10	3	0	**1**	0	0	0	0	0	0	0	16	26-35	13
14:00	**1**	1	3	6	5	0	0	0	0	0	0	0	0	0	16	26-35	11
15:00	1	3	8	**16**	5	1	1	0	0	0	0	0	0	0	35	21-30	24
16:00	0	1	**10**	12	**11**	**3**	0	0	0	0	0	0	0	0	**37**	26-35	23
17:00	1	1	8	14	5	1	0	0	0	0	0	0	0	0	30	21-30	22
18:00	1	1	5	7	1	1	0	0	0	0	0	0	0	0	16	21-30	12
19:00	0	**4**	6	3	2	0	0	0	0	0	0	0	0	0	15	16-25	10
20:00	0	1	6	7	2	1	1	0	0	0	0	0	0	0	18	21-30	13
21:00	0	0	1	4	2	0	0	0	0	0	0	0	0	0	7	24-33	6
22:00	0	0	4	3	0	0	0	0	0	0	0	0	0	0	7	21-30	7
23:00	0	0	1	2	1	0	0	0	0	0	0	0	0	0	4	20-29	3
Total	5	18	92	142	65	17	3	0	0	0	0	0	0	0	342		
Percent	1.5%	5.3%	26.9%	41.5%	19.0%	5.0%	0.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	05:00	09:00	08:00	09:00	08:00	08:00									08:00		
Vol.	1	2	7	12	8	4									29		
PM Peak	14:00	19:00	16:00	15:00	16:00	16:00	13:00								16:00		
Vol.	1	4	10	16	11	3	1								37		

CITY OF WATERLOO TRAFFIC

625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

SB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/09/22	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	24-33	1
01:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	19-28	2
02:00	**1**	0	0	0	0	0	0	0	0	0	0	0	0	0	1	*	1
03:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1
04:00	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2	24-33	2
05:00	0	0	2	2	1	0	0	0	0	0	0	0	0	0	5	21-30	4
06:00	1	1	4	4	3	1	**1**	0	0	0	0	0	0	0	15	21-30	8
07:00	0	0	4	11	3	2	0	0	0	0	0	0	0	0	20	21-30	15
08:00	0	0	4	**14**	4	**3**	0	0	0	0	0	0	0	0	**25**	21-30	18
09:00	0	**2**	4	9	**5**	1	0	0	0	0	0	0	0	0	21	24-33	14
10:00	1	1	**5**	7	5	1	1	0	0	0	0	0	0	0	21	21-30	12
11:00	1	1	1	8	1	0	1	0	0	0	0	0	0	0	13	25-34	9
12 PM	0	0	3	6	4	1	0	0	0	0	0	0	0	0	14	26-35	10
13:00	0	**1**	3	6	2	0	0	0	0	0	0	0	0	0	12	21-30	9
14:00	0	0	8	**15**	3	1	0	0	0	0	0	0	0	0	27	21-30	23
15:00	**1**	0	**10**	14	10	2	0	0	0	0	0	0	0	0	**37**	21-30	24
16:00	0	0	6	13	**12**	**4**	0	0	0	0	0	0	0	0	35	26-35	25
17:00	0	0	5	5	5	2	0	0	0	0	0	0	0	0	17	26-35	10
18:00	0	0	2	6	3	0	0	0	0	0	0	0	0	0	11	24-33	9
19:00	0	0	6	4	3	1	0	0	0	0	0	0	0	0	14	21-30	10
20:00	0	0	2	7	2	2	0	0	0	0	0	0	0	0	13	26-35	9
21:00	0	0	2	3	2	0	0	0	0	0	0	0	0	0	7	26-35	5
22:00	0	1	5	1	0	0	0	0	0	0	0	0	0	0	7	16-25	6
23:00	0	0	1	1	1	1	0	0	0	0	0	0	0	0	4	19-28	2
Total	5	7	78	139	71	22	3	0	0	0	0	0	0	0	325		
Percent	1.5%	2.2%	24.0%	42.8%	21.8%	6.8%	0.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	02:00	09:00	10:00	08:00	09:00	08:00	06:00								08:00		
Vol.	1	2	5	14	5	3	1								25		
PM Peak	15:00	13:00	15:00	14:00	16:00	16:00									15:00		
Vol.	1	1	10	15	12	4									37		

CITY OF WATERLOO TRAFFIC

625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

SB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/10/22	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	9-18	1
01:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	9-18	1
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	20-29	2
05:00	**1**	0	2	4	2	0	0	0	0	0	0	0	0	0	9	26-35	6
06:00	0	0	3	5	2	1	**1**	0	0	0	0	0	0	0	12	21-30	8
07:00	1	1	5	**12**	**5**	1	0	0	0	0	0	0	0	0	25	21-30	17
08:00	0	**2**	5	11	5	**4**	0	0	0	0	0	0	0	0	**27**	26-35	16
09:00	0	2	4	10	5	1	0	0	0	0	0	0	0	0	22	24-33	15
10:00	1	0	**6**	9	1	0	1	0	0	0	0	0	0	0	18	21-30	15
11:00	0	0	4	7	2	0	0	0	0	0	0	0	0	0	13	21-30	11
12 PM	1	0	3	13	2	0	0	0	0	0	0	0	0	0	19	21-30	16
13:00	0	1	5	11	2	0	0	0	0	0	0	0	0	0	19	21-30	16
14:00	0	1	6	10	4	**3**	0	0	0	0	0	0	0	0	24	21-30	16
15:00	0	2	**9**	**18**	**11**	2	0	0	0	0	0	0	0	0	**42**	25-34	29
16:00	0	1	5	6	6	2	**1**	0	0	0	0	0	0	0	21	24-33	12
17:00	1	0	6	13	8	2	0	0	0	0	0	0	0	0	30	25-34	21
18:00	1	0	6	4	1	0	1	0	0	0	0	0	0	0	13	21-30	10
19:00	**2**	1	2	2	4	0	0	0	0	0	0	0	0	0	11	25-34	6
20:00	0	**3**	2	6	2	0	0	0	0	0	0	0	0	0	13	26-35	8
21:00	0	0	5	3	2	0	0	0	0	0	0	0	0	0	10	21-30	8
22:00	0	1	3	1	0	0	0	0	0	0	0	0	0	0	5	21-30	4
23:00	0	1	3	1	0	0	1	0	0	0	0	0	0	0	6	21-30	4
Total	8	18	84	148	64	16	5	0	0	0	0	0	0	0	343		
Percent	2.3%	5.2%	24.5%	43.1%	18.7%	4.7%	1.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	05:00	08:00	10:00	07:00	07:00	08:00	06:00								08:00		
Vol.	1	2	6	12	5	4	1								27		
PM Peak	19:00	20:00	15:00	15:00	15:00	14:00	16:00								15:00		
Vol.	2	3	9	18	11	3	1								42		

CITY OF WATERLOO TRAFFIC

625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

SB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/11/22	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	*	1
01:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	9-18	1
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	24-33	1
05:00	1	0	2	4	1	0	0	0	0	0	0	0	0	0	8	21-30	6
06:00	0	0	3	3	6	1	0	0	0	0	0	0	0	0	13	26-35	9
07:00	0	1	2	8	3	1	0	0	0	0	0	0	0	0	15	26-35	11
08:00	0	**2**	**12**	**13**	**8**	**3**	0	0	0	0	0	0	0	0	**38**	21-30	25
09:00	**2**	0	4	10	2	1	0	0	0	0	0	0	0	0	19	21-30	14
10:00	0	2	5	8	2	1	0	0	0	0	0	0	0	0	18	21-30	13
11:00	0	0	5	7	3	0	0	0	0	0	0	0	0	0	15	21-30	12
12 PM	0	**2**	7	13	0	0	0	0	0	0	0	0	0	0	22	21-30	20
13:00	0	2	7	5	1	1	0	0	0	0	0	0	0	0	16	21-30	12
14:00	0	0	11	5	4	1	0	0	0	0	0	0	0	0	21	21-30	16
15:00	0	2	**13**	13	**10**	0	**1**	0	0	0	0	0	0	0	**39**	21-30	26
16:00	0	0	7	13	6	**2**	0	0	0	0	0	0	0	0	28	21-30	20
17:00	**1**	0	3	**14**	6	0	0	0	0	0	0	0	0	0	24	26-35	20
18:00	0	2	5	11	3	1	0	0	0	0	0	0	0	0	22	21-30	16
19:00	0	1	3	4	2	0	0	0	0	0	0	0	0	0	10	21-30	7
20:00	0	0	6	4	1	0	0	0	0	0	0	0	0	0	11	21-30	10
21:00	0	2	2	2	2	0	0	0	0	0	0	0	0	0	8	15-24	4
22:00	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2	24-33	2
23:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	24-33	1
Total	5	17	97	138	63	12	1	0	0	0	0	0	0	0	333		
Percent	1.5%	5.1%	29.1%	41.4%	18.9%	3.6%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	09:00	08:00	08:00	08:00	08:00	08:00									08:00		
Vol.	2	2	12	13	8	3									38		
PM Peak	17:00	12:00	15:00	17:00	15:00	16:00	15:00								15:00		
Vol.	1	2	13	14	10	2	1								39		

CITY OF WATERLOO TRAFFIC

625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

SB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/12/22	0	0	0	0	1	1	0	0	0	0	0	0	0	0	2	29-38	2
01:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1
04:00	0	1	1	0	1	0	0	0	0	0	0	0	0	0	3	14-23	2
05:00	**1**	0	3	4	2	1	0	0	0	0	0	0	0	0	11	21-30	7
06:00	0	1	4	7	2	1	0	0	0	0	0	0	0	0	15	21-30	11
07:00	0	0	6	5	3	1	0	0	0	0	0	0	0	0	15	21-30	11
08:00	0	0	**11**	8	**8**	0	0	0	0	0	0	0	0	0	27	21-30	19
09:00	0	**2**	6	**12**	7	**5**	0	0	0	0	0	0	0	0	**32**	24-33	19
10:00	0	2	4	9	8	0	0	0	0	0	0	0	0	0	23	26-35	17
11:00	1	0	3	6	3	0	0	0	0	0	0	0	0	0	13	21-30	9
12 PM	**3**	1	11	11	3	1	0	0	0	0	0	0	0	0	30	21-30	22
13:00	0	2	7	4	3	0	0	0	0	0	0	0	0	0	16	20-29	11
14:00	0	1	6	14	**6**	0	0	0	0	0	0	0	0	0	27	21-30	20
15:00	0	**6**	**23**	9	4	0	0	0	0	0	0	0	0	0	**42**	21-30	32
16:00	1	1	9	**16**	5	2	0	0	0	0	0	0	0	0	34	21-30	25
17:00	2	0	5	14	2	1	0	0	0	0	0	0	0	0	24	21-30	19
18:00	0	0	5	7	0	0	0	0	0	0	0	0	0	0	12	21-30	12
19:00	0	0	8	6	3	2	0	0	0	0	0	0	0	0	19	21-30	14
20:00	0	0	0	5	0	0	0	0	0	0	0	0	0	0	5	21-30	5
21:00	0	1	0	5	1	**3**	0	0	0	0	0	0	0	0	10	24-33	6
22:00	0	0	4	2	2	0	**1**	0	0	0	0	0	0	0	9	21-30	6
23:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1
Total	8	18	116	147	64	18	1	0	0	0	0	0	0	0	372		
Percent	2.2%	4.8%	31.2%	39.5%	17.2%	4.8%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	05:00	09:00	08:00	09:00	08:00	09:00									09:00		
Vol.	1	2	11	12	8	5									32		
PM Peak	12:00	15:00	15:00	16:00	14:00	21:00	22:00								15:00		
Vol.	3	6	23	16	6	3	1								42		

CITY OF WATERLOO TRAFFIC

625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

SB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/13/22	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	9-18	1
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
05:00	0	0	2	1	0	0	0	0	0	0	0	0	0	0	3	19-28	3
06:00	0	0	4	1	0	0	0	0	0	0	0	0	0	0	5	19-28	5
07:00	0	1	2	3	2	0	0	0	0	0	0	0	0	0	8	26-35	5
08:00	0	0	2	2	0	0	0	0	0	0	0	0	0	0	4	20-29	4
09:00	0	0	**8**	4	**3**	1	0	0	0	0	0	0	0	0	**16**	21-30	12
10:00	0	**2**	6	5	0	**2**	0	0	0	0	0	0	0	0	15	21-30	11
11:00	0	0	1	**11**	1	0	0	0	0	0	0	0	0	0	13	26-35	12
12 PM	0	1	4	**12**	1	0	0	0	0	0	0	0	0	0	18	21-30	16
13:00	0	0	4	8	1	0	0	0	0	0	0	0	0	0	13	21-30	12
14:00	0	0	**8**	11	2	**1**	0	0	0	0	0	0	0	0	**22**	21-30	19
15:00	**1**	**2**	6	5	3	0	0	0	0	0	0	0	0	0	17	21-30	11
16:00	0	0	4	7	3	0	0	0	0	0	0	0	0	0	14	21-30	11
17:00	0	0	5	6	2	1	0	0	0	0	0	0	0	0	14	21-30	11
18:00	0	0	2	7	**7**	1	0	0	0	0	0	0	0	0	17	26-35	14
19:00	1	1	2	4	0	0	0	0	0	0	0	0	0	0	8	21-30	6
20:00	0	0	1	2	1	0	0	0	0	0	0	0	0	0	4	20-29	3
21:00	0	1	3	4	5	0	0	0	0	0	0	0	0	0	13	25-34	9
22:00	0	0	3	2	0	0	0	0	0	0	0	0	0	0	5	20-29	5
23:00	0	0	0	2	1	1	0	0	0	0	0	0	0	0	4	24-33	3
Total	2	9	67	97	32	7	0	0	0	0	0	0	0	0	214		
Percent	0.9%	4.2%	31.3%	45.3%	15.0%	3.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak		10:00	09:00	11:00	09:00	10:00									09:00		
Vol.		2	8	11	3	2									16		
PM Peak	15:00	15:00	14:00	12:00	18:00	14:00									14:00		
Vol.	1	2	8	12	7	1									22		

CITY OF WATERLOO TRAFFIC

625 GLENNWOOD STREET
WATERLOO, IOWA 50703
319-291-4440

Site Code: 09112014
Station ID:

Latitude: 0' 0.0000 Undefined

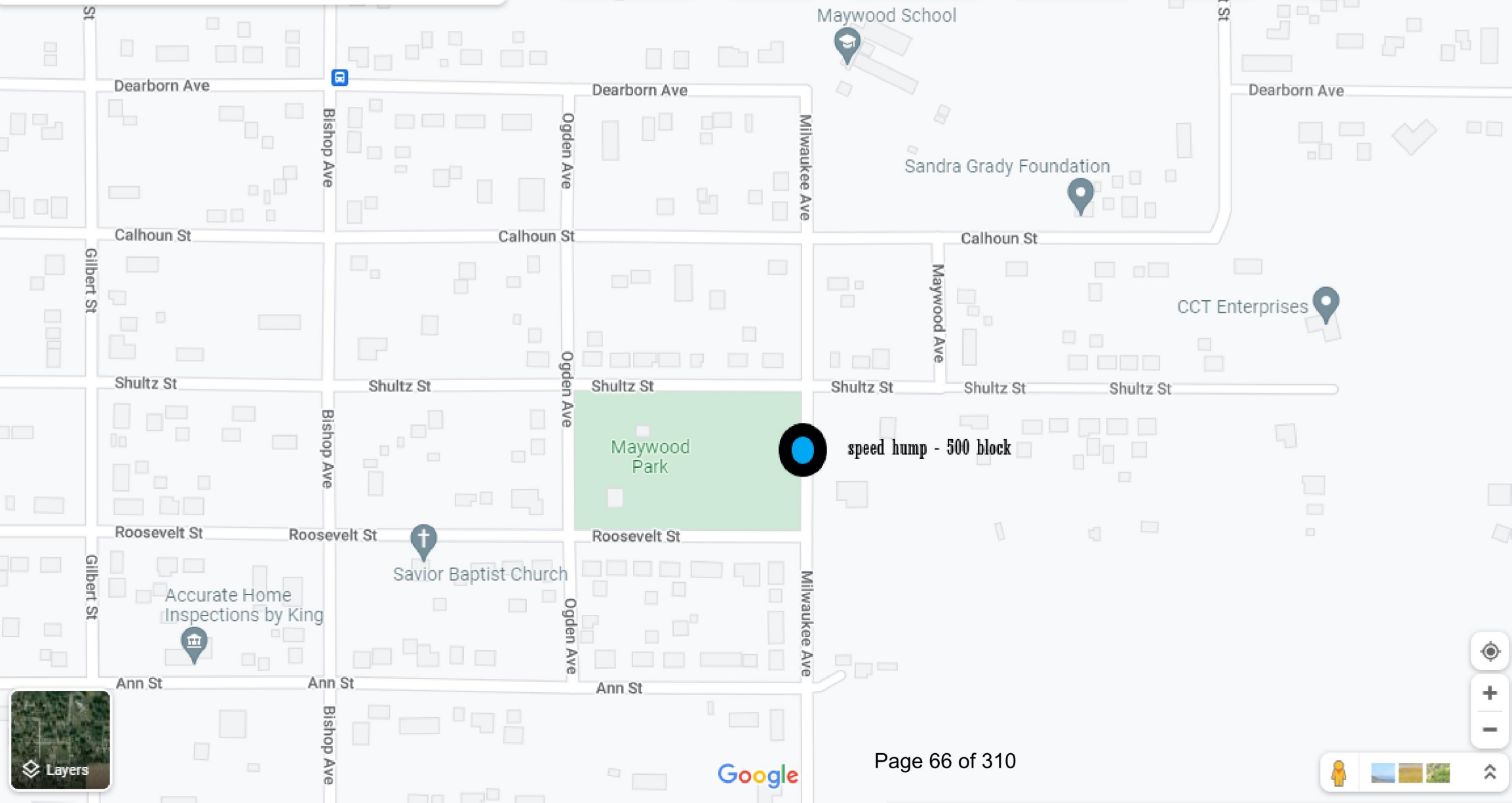
SB

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
08/14/22	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1
01:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
02:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
03:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
04:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1
05:00	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	20-29	2
06:00	0	0	1	2	0	0	0	0	0	0	0	0	0	0	3	20-29	3
07:00	0	0	1	6	0	0	0	0	0	0	0	0	0	0	7	21-30	7
08:00	0	**1**	2	0	**1**	0	0	0	0	0	0	0	0	0	4	15-24	3
09:00	0	1	4	4	0	**1**	0	0	0	0	0	0	0	0	10	21-30	8
10:00	0	0	**5**	**9**	1	1	0	0	0	0	0	0	0	0	**16**	21-30	14
11:00	**1**	1	3	3	1	0	0	0	0	0	0	0	0	0	9	21-30	6
12 PM	**1**	0	7	**12**	**3**	**1**	0	0	0	0	0	0	0	0	**24**	21-30	19
13:00	0	0	2	4	2	1	0	0	0	0	0	0	0	0	9	26-35	6
14:00	0	2	**8**	11	2	1	0	0	0	0	0	0	0	0	24	21-30	19
15:00	0	1	8	5	2	1	0	0	0	0	0	0	0	0	17	21-30	13
16:00	1	**5**	5	5	2	0	0	0	0	0	0	0	0	0	18	21-30	10
17:00	0	1	4	4	2	0	0	0	0	0	0	0	0	0	11	21-30	8
18:00	0	0	5	5	0	0	0	0	0	0	0	0	0	0	10	21-30	10
19:00	0	1	1	7	1	1	0	0	0	0	0	0	0	0	11	22-31	8
20:00	0	0	3	3	2	0	0	0	0	0	0	0	0	0	8	21-30	6
21:00	0	1	4	3	1	1	0	0	0	0	0	0	0	0	10	21-30	7
22:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
23:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Total	3	14	66	87	20	8	0	0	0	0	0	0	0	0	198		
Percent	1.5%	7.1%	33.3%	43.9%	10.1%	4.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	11:00	08:00	10:00	10:00	08:00	09:00									10:00		
Vol.	1	1	5	9	1	1									16		
PM Peak	12:00	16:00	14:00	12:00	12:00	12:00									12:00		
Vol.	1	5	8	12	3	1									24		
Total	137	193	983	1474	630	151	21	0	0	0	0	0	0	0	3589		
Percent	3.8%	5.4%	27.4%	41.1%	17.6%	4.2%	0.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			

15th Percentile :	21 MPH
50th Percentile :	26 MPH
85th Percentile :	32 MPH
95th Percentile :	34 MPH

Stats

10 MPH Pace Speed :	21-30 MPH
Number in Pace :	2457
Percent in Pace :	68.5%
Number of Vehicles > 55 MPH :	0
Percent of Vehicles > 55 MPH :	0.0%
Mean Speed(Average) :	27 MPH


Maywood School
Dearborn Ave
Dearborn Ave
Dearborn Ave
Bishop Ave
Ogden Ave
Milwaukee Ave
Sandra Grady Foundation
Calhoun St
Calhoun St
Calhoun St
Gilbert St
Maywood Ave
CCT Enterprises
Shultz St
Shultz St
Shultz St
Shultz St
Shultz St
Shultz St
Ogden Ave
Bishop Ave
Maywood Park
speed hump - 500 block
Roosevelt St
Roosevelt St
Roosevelt St
Savior Baptist Church
Gilbert St
Accurate Home Inspections by King
Ogden Ave
Milwaukee Ave
Ann St
Ann St
Ann St
Bishop Ave
Layers
Google

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/6/2022
Prepared: 8/22/2022

ATTACHMENTS:

Description	Type
Veteran's Way Fund	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Quentin Hart, Mayor
Recommended Action:	Approve agreement to establish fund.

Veteran's Way
Designated Fund Agreement

This is an agreement between **City of Waterloo** ["Donor(s)"] and the Waterloo Community Foundation ("Foundation") to establish a Designated Fund to be known as the **Veteran's Way Fund** ("Fund"). This Agreement takes effect on _____, 2022 and is subject to the following terms and conditions.

I. Contribution

I/we hereby irrevocably give the assets described in the attached Schedule to the Foundation, a charitable organization described in sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code. The Donor(s) understand that this is an irrevocable gift, which will be used to establish and maintain a charitable fund of the Foundation, subject to the Foundation's governing documents and bylaws. The Foundation may also receive additional contributions to add to this Fund. The Foundation has legal and fiduciary control over all contributions.

II. Purpose

Consistent with the charitable purposes of the Foundation, distributions from this Fund will be used only to provide support for **the city of Waterloo's Veteran's Way project as outlined in Schedule A** (Designee).

III. Distributions

☒ **[Alternative 1 – use if fund is not intended to be endowed]**. Distributions from the Fund may be made in any amount not to exceed the balance of the Fund.

☐ **[Alternative 2 – use for endowed funds].** Donor intends this Fund to be an endowment. Distributions from the fund shall be limited to the fund's distributable amount determined in accordance with the Foundation's spending policy.

☐ **[Alternative 3 – use for quasi-endowment].** In transferring its property to the Fund, Donor intends to create a permanent endowment. However, distribution in excess of the amount dictated by the application of the Foundation's spending policy may be made to Designee in any year as determined by the Board of the Foundation provided one of the following conditions is

met: (1) the distribution is for the purposes of enabling Designee to acquire or renovate a capital asset; (2) Designee is faced with unexpected financial needs that are not likely to recur, and the distribution will enable Designee to meet those needs.

IV. Variance Power

This Fund is a component fund of the Foundation and its assets are assets of the Foundation. The Fund is subject to the Foundation's governing instruments including the Foundation's power (1) To modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified charitable purposes or to specified organizations if in the sole judgment of the governing body (without the necessity of the approval of any participating trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served.

V. Fees

The Foundation will assess administrative and investment management fees against the Donor Advised Fund in accordance with the Foundation's published fee schedule, as amended from time to time. The Foundation may also assess the fund to cover any unusual expenses incurred in connection with the contributed assets, including the cost of disposing of them, and in the administration of the Fund.

VI. Investments

The assets of the Fund will be invested according to the Foundation's investment policy, as it may be amended from time to time by the Foundation's Investment Committee with the approval of the Board.

VII. Administration

The Fund will be administered in accordance with the normal and customary policies of the Foundation and such policies are available upon request.

VIII. Dissolution of Foundation

In the event that the Foundation shall cease to exist or propose to merge with another similar organization then the acting Advisors or Successor Advisors shall either consent to the action of

the Foundation in writing or to cause the balance of the Fund to be transferred to another organization meeting the same requirements as may be imposed by the Internal Revenue Service for such Foundations.

IX. Anonymity/Publicity

To recognize and honor our donors, the Foundation's policy is to include our donors' names in publicity about the Foundation unless they wish to remain anonymous. Please check the box below that best describes your wish regarding publicity:

☐ I have no objection to the inclusion of my name in Foundation publicity

☐ I do not wish to have my name included in Foundation publicity and I wish to be listed as an anonymous donor

☐ Other _____

By: _____

Mayor Quentin Hart — Print Name

_____

Kelley Felchle, City Clerk — Print Name

ACCEPTED:

WATERLOO COMMUNITY FOUNDATION

By: _____

Signature — Print Name

Date: _____

Schedule of Contributed Property

Schedule A

Additional Information Regarding Fund

The city of Waterloo's Veteran's Way project will support the Sullivan Brother's Memorial Plaza, Cedar River Bridge Lighting, Unity Plaza, Commemorative Streetscaping, and Living Lamps Underpass. The project will also provide support to improvements to the Waterloo Convention Center.

CITY OF WATERLOO

Council Communication

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. 21613, and instruct the City Clerk to publish notice.

City Council Meeting: 9/6/2022
Prepared: 8/24/2022

ATTACHMENTS:

Description	Type
Notice to Bidders	Backup Material
Notice of Public Hearing	Backup Material
Engineer's Estimate of Probable Construction Cost	Backup Material
Picture No: 1 of Hangar No: 4	Backup Material
Picture No: 2 of Hangar 4	Backup Material

SUBJECT:	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. 21613, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Keith Kaspari, Airport Director
Recommended Action:	Approve Staff's request for the approval of this next phase of improvements to Hangar No: 4 at Waterloo Regional Airport.
Summary Statement:	This future project allows for another phase of improvements to the interior of Hangar No: 4 - Office Areas / Restroom / Ceiling Lights and Grid / Wall Removal and Minor Asbestos Abatement Removal and Disposal / Electrical Improvements / Telecom Improvements / Building Natural Gas Distribution / Reconnect Existing Water Meter / Replacement of all Plumbing Fixtures / Refinishing of Various Walls / and, Installation of New Floor Covering.
Neighborhood Impact:	N/A for this request by Staff.
Data/Analysis and Strategies:	N/A for this request by Staff.
Implementation, Accountability, and Communication:	N/A for this request by Staff.
Community Engagement Methods:	N/A for this request by Staff.
Expenditure Required/Source of	The source of funds for this project, is 100% from the Iowa DOT Aviation Bureau from FY-2022 and a minor balance of funds remaining from a

Funds:	previous FY. There is no anticipated budget impact to ALO's FY-2023 Operating Budget.
Alternative:	No project alternatives have been selected by Staff.
Legal Descriptions:	N/A for this request by Staff.

NOTICE TO BIDDERS
For the Taking of Construction Bids
For the
HANGAR NO. 4 IMPROVEMENTS (2022)
WATERLOO REGIONAL AIRPORT
In the City of Waterloo, Iowa

IDOT CSVI PROJECT NO. 9I220ALO200
CONTRACT NO. 3345

RECEIVING OF BIDS

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in the City Hall of the said City on the **29th day of September, 2022** until 1:00 p.m. for the construction of the **HANGAR NO. 4 IMPROVEMENTS (2022), Contract No. 3345**, as described in detail in the plans and specifications now on file in the Office of the City Clerk.

OPENING OF BIDS

All proposals received will be opened in the Harold E. Getty Council Chambers at City Hall, in the City of Waterloo, Iowa, on the **29th day of September, 2022**, at 1:00 p.m., and the proposals will be acted upon at such later time and place as may then be fixed by the City Council.

PRE-BID MEETING

A pre-bid meeting for this project will **NOT** be held, but contractors are urged to make a site visit and familiarize themselves with existing conditions.

Bidders shall arrange an individual site visit prior to Bidding by contacting the Airport Director at (319) 291-4483.

PUBLIC HEARING

The Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of the above-described improvement project at **5:30 p.m. on October 3, 2022**, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City.

SCOPE OF WORK

The scope of this project consists of a 1,650 square foot interior renovation of an existing office. The renovation includes converting one restroom to an ADA restroom; installing new ceilings, lights and diffusers; replacing roof top HVAC unit; renovating the natural gas distribution; re-connecting the existing water meter; replacing all plumbing fixtures; replacing the electrical system; replacing the building's communication system; refinishing walls; and installing flooring. The purpose of this project is to create a space suitable for a tenant lease.

BEGINNING AND COMPLETION DATES

The work under the proposed contract shall be commenced within ten (10) working days after receipt of "Notice to Proceed" and all items shall be completed within **180 calendar days**.

METHOD OF PAYMENT TO CONTRACTOR

The Contractor will be paid against bi-monthly estimates in cash on the basis of ninety-five percent (95%) of the work as it is completed and materials delivered and work approved. Final payment will be made thirty-one (31) days after completion of the work and acceptance by the Council. Before final payment is made, vouchers showing that all subcontractors and workmen and all persons furnishing materials have been fully paid for such materials and labor will be required unless the City is satisfied that material, men and laborers have been paid.

The Contractor is hereby notified that if the City does not have cash on hand to pay monthly pay estimates, according to Chapter 384.57 of the Code of Iowa, payment may be made by anticipatory warrants issued bearing a rate of interest not exceeding that permitted by Chapter 74A, Code of Iowa.

PLANS AND SPECIFICATIONS

Plans and Specifications governing the construction of the proposed improvements have been prepared by AECOM, which plans and specifications, and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice, and the proposed contract by reference shall be executed in compliance therewith.

Complete digital Plans and Specifications are available at **www.questcdn.com**. You may download the digital documents free of charge from Questcdn by inputting Questcdn Project **#8286494** on the website's Project Search page. Please contact Questcdn.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading and working with this digital project information.

Optional paper copies of the Plans and Specifications are available from AECOM, 501 Sycamore Street, Suite 222, Waterloo, Iowa, upon receipt of a $25.00 deposit (CHECK ONLY). Deposits are fully refundable if the plans and specifications are returned in usable condition (i.e., generally free of highlights, ink markings, tears, stickers, water stains and soiling) to the Waterloo AECOM office listed above by the end of the 14th consecutive day after the project has been awarded. No deposits will be refunded for any requests or plans received after the 14th consecutive day, which includes plans returned via mail service. Plan holders are responsible for ascertaining when the project has been awarded. If the plan holder is the prime contractor, or a subcontractor or supplier of the prime contractor that has been awarded the project, Plans and Specifications do not need to be returned to receive the deposit. The prime contractor must submit a list of his subcontractors and suppliers for the City and consulting engineer to verify eligibility for the refundable deposit.

Please DO NOT obtain Bid Documents from any source other than Questcdn.com or through the AECOM Waterloo office as listed above. Obtaining documents through any other source could prevent Bidder from being included on the official AECOM Plan Holders List which, in turn, may cause the Bidder to not receive addenda or other time-sensitive / bid-critical documents. The City has the right to reject any bids that do not have current bidding documents included in the proposal.

The deposit policy shall apply to the prime contractor awarded the project for all plans and specifications obtained and distributed by the prime contractor to their subcontractors and suppliers in determining the prime contractor's bid, if the prime contractor wishes for their deposit to be returned.

Upon award of project, the prime contractor shall be supplied with the needed number of plans and specifications at no additional cost.

CONTRACT AWARD

A contract will be awarded to the qualified bidder submitting the lowest bid.

The City reserves the right to reject any or all bids, re-advertise for new bids, and to waive informalities in the bids submitted that might be in the best interest of the City.

Bids may be held by the City of Waterloo, Iowa, for a period not to exceed thirty (30) days from the day of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding the contract.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced with the State of Iowa and preference will be given to local domestic labor in the construction of the improvement.

PROPOSALS SUBMITTED

The bidder shall submit bids on the items listed in the proposal. The bidder shall clearly write or type the unit bid price and the bid item extension (Unit Price x Estimated Qty) in numerals on the blanks provided. Should there be any discrepancy between the unit bid price and extension, the City of Waterloo shall consider the unit bid price as being the valid unit bid price.

The bidder has the option to submit a computer-generated spreadsheet in lieu of the portion of the Form of Bid or Proposal, which includes the Bid Item Number, Description, Unit, Estimated Quantity, Unit Bid Price, Total Bid

Price and Total Bid. The computer-generated spreadsheet shall include all of the information listed in that portion of the Form of Bid or Proposal as well as bear the signature of the Prime Contractor submitting the bid. For the bidders who submit a computer-generated spreadsheet, the TOTAL BID (with alternates, if applicable) shall also be indicated in the space(s) provided on the Form of Bid or Proposal.

BID SECURITY REQUIRED

All bids must be accompanied in a separate envelope by a certified or cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, or bid bond, (on the form furnished by the City) payable to the City of Waterloo, Iowa, in the sum of not less than five percent (5%) of the bid submitted, which certified check, certified share draft or bid bond will be held as security that the Bidder will enter into a Contract for the construction of the work and will furnish the required bonds, and in case the successful Bidder shall fail or refuse to enter into the Contract and furnish the required bonds, his bid security may be retained by said City as agreed upon liquidated damages. If bid bond is used, it must be signed by both the Bidder and the surety or surety's agent. Signature of surety's agent must be supported by accompanying Power of Attorney.

PERFORMANCE & PAYMENT BONDS

The successful bidder will be required to furnish a “Performance Bond” and a “Payment Bond” within ten (10) days after forms are presented to him in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims of any kind caused by the operations of the contractor.

MAINTENANCE BOND

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

CONTRACT COMPLIANCE PROGRAM / SUBCONTRACTING

The program proposes numerical projections regarding utilization of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) as Subcontractors, vendors and suppliers in the performance of Contracts awarded by the City of Waterloo, Iowa.

A goal of at least ten percent (10%) for MBE participation on all City funded construction projects that are estimated at $50,000.00 or more. A goal of at least two percent (2%) for WBE participation on all City funded construction projects that are estimated at $50,000.00 or more. Any project funded in part or in total with federal funds shall follow the respective agencies contract compliance program and goals. The Prime Contractor shall make "good-faith efforts" to meet the Contract Compliance MBE/WBE goals. The MBE/WBE subcontractors, suppliers or vendors must provide the Prime Contractor a reasonably competitive price for the service being rendered or the Contractor is not required to accept their bid.

PREDETERMINED WAGE RATES

Predetermined wage rates do not apply to work on this project.

LIQUIDATED DAMAGES

Time is an essential element of this contract. It is important that the work be diligently pursued to completion. If the work is not completed within the specified contract period, plus authorized extensions, the contractor shall pay to the City Liquidated Damages in the amount of one thousand dollars ($1,000.00) per day, for each day, as further described herein, in excess of the authorized time.

Days beyond the specified completion date for which Liquidated Damages will be charged will be working days that the contractor does, or could have worked, from Monday through Saturday. Sundays will be counted only if work is performed. Partial working days will be considered as a full working day. Days not chargeable for Liquidated Damages will include rain days, Sunday if no work is done, and legal holidays.

Working days will cease to be charged when only punch list items remain to be completed. Punch list items do not include contract bid items or approved change/extra work orders.

When the Contractor believes the project to be substantially completed, a written notice stating the same shall be submitted to the Engineer and a request made for a Punch List. If the work under the Contract extends beyond the normal construction season for such work the Contractor shall submit to the Engineer in writing a request that working days counted toward the project be suspended until work is resumed the following construction season.

This amount is not construed as a penalty. These damages are for the cost to the City of providing the required additional inspection, engineering and contract administration.

PRE-CONSTRUCTION CONFERENCE

Before the work is commenced on this contract, a conference shall be held for the purpose of discussing the contract. The conference shall be attended by the prime contractor, subcontractors and City Officials.

BIDDER STATUS

Attention of bidders is called to compliance with the provisions of the Resident Bidder/Non-Resident Bidder requirements.

Each bidder submitting a bid shall execute and include with the bid, a Bidder Status Form in the form herein provided.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

SALES TAX EXEMPTION CERTIFICATES

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials or supplies in the performance of construction contracts let by the City of Waterloo.

Posted pursuant to the provisions of Chapter 26 of the City Code of Iowa.

CITY OF WATERLOO, IOWA

NOTICE OF PUBLIC HEARING
On Proposed Plans, Specifications, Form of Contract,
And Estimate of Cost
For the
HANGAR NO. 4 IMPROVEMENTS (2022)
WATERLOO REGIONAL AIRPORT
In the City of Waterloo, Iowa

IDOT CSVI 9I220ALO200
CONTRACT NO. 3345

RECEIVING OF BIDS

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in the City Hall of the said City on the **29th day of September, 2022**, until 1:00 p.m. for the construction of the **HANGAR NO. 4 IMPROVEMENTS (2022), Contract No. 3345**, as described in detail in the plans and specifications now on file in the Office of the City Clerk.

OPENING OF BIDS

All proposals received will be opened in the Harold E. Getty Council Chambers at City Hall, in the City of Waterloo, Iowa, on the **29th day of September, 2022**, at 1:00 p.m., and the proposals will be acted upon at such later time and place as may then be fixed by the City Council.

PUBLIC HEARING

Notice is hereby given that the Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of the above-described improvement project at **5:30 p.m. on the 3rd day of October 2022**, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City. The proposed plans, specifications, form of contract, and estimate of cost for said improvements heretofore prepared by the City of Waterloo are now on file in the office of the City Clerk for public examination, and any person interested therein may file written objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto at the meeting above set forth.

The NOTICE TO BIDDERS can be viewed at the following locations:

1) City of Waterloo web site at
https://www.cityofwaterlooiowa.com/government/municipalgovermentbids.php

2) Plan rooms:

Master Builders of Iowa
221 Park Street, PO Box 695
Des Moines, IA 50303

McGraw Hill Construction Dodge
3315 Central Ave.
Hot Springs, AR 71913

Reed Construction Data
30 Technology Parkway South, Ste. 500
Norcross, GA 30092

1) Plan Room Web sites:

Master Builders of Iowa web site at www.mbionline.com
Dodge Lead web site: http://dodgeprojects.construction.com/
Reed Const. Data Lead web site: http://www.cmdgroup.com/project-leads/

SCOPE OF WORK

The scope of this project consists of a 1,650 square foot interior renovation of an existing office. The renovation includes converting one restroom to an ADA restroom; installing new ceilings, lights and diffusers; reconnecting roof top HVAC unit; re-connecting the existing water meter; replacing all plumbing fixtures; replacing the electrical system downstream of the existing service panel; replacing the building's communication system; refinishing walls; and installing flooring. The purpose of this project is to create a space suitable for a tenant lease.

Published pursuant to the provisions of Chapter 26 of the City Code of Iowa and upon order to the City Council of said Waterloo, Iowa, on the ____ day of _____, _____.

CITY OF WATERLOO, IOWA

BY: _____
Kelley Felchle
City Clerk

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
WATERLOO REGIONAL AIRPORT
HANGAR NO. 4 REHABILITATION (OFFICE AREA)
FY 2022 CSVI PROJECT
August 24, 2022

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT PRICE	EXTENDED TOTAL
1	HVAC Demolition	LS	1	$ 2,500.00	$ 2,500.00
2	HVAC Ductwork	EA	1	$ 10,000.00	$ 10,000.00
3	Existing Roof Top Reconnection	EA	1	$ 1,000.00	$ 1,000.00
4	Wall Removal and Asbestos Abatement	SFT	744	$ 15.00	$ 11,160.00
5	Drywall Installation and Insulation	SFT	760	$ 14.00	$ 10,640.00
6	Remove and Dispose Asbestos Floor Tile	SFT	25	$ 15.00	$ 375.00
7	Replace Ceiling Lights with LED	EA	28	$ 900.00	$ 25,200.00
8	Electrical System Replacement	SFT	1,650	$ 8.00	$ 13,200.00
9	Telecom System Replacement	SFT	1,650	$ 6.00	$ 9,900.00
10	Replace Suspended Ceiling	SFT	1,650	$ 6.50	$ 10,725.00
11	Paint Drywall and Interior CMU	SFT	2,800	$ 2.50	$ 7,000.00
12	Replace Carpet	SFT	1,500	$ 12.00	$ 18,000.00
13	Remodel Bathrooms	SFT	150	$ 150.00	$ 22,500.00
14	Replace Flooring in Bathrooms	SFT	150	$ 15.00	$ 2,250.00
				Total Base Bid	$ 144,450.00
ADD ALTERNATE NO. 1					
1	Replace Gas Service from New Meter	LS	1	$ 6,000.00	$ 6,000.00

Total Estimate $ 150,450.00





CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/6/2022
Prepared: 8/24/2022

ATTACHMENTS:

	Description	Type
	Downtown Urban Renewal Plan Project Amendment 2022	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Staff is proposing an amendment to the Downtown Waterloo Riverfront Urban Renewal and Redevelopment Plan to include additional urban renewal projects and to update related financial summaries of bonding capacity, and project expenses. Amendments to a TIF Plan require a consultation with taxing entities, which will be held on September 19th. The hearing is getting set for October 3rd.
Data/Analysis and Strategies:	Economic Development, Strategic Plan Policies 1, 3 and 4.
Expenditure Required/Source of Funds:	None

Prepared by Aric Schroeder, City of Waterloo, 715 Mulberry Street, Waterloo, IA, 50703 319-291-4366
Return to preparer after recording.

AMENDMENT TO DOWNTOWN WATERLOO RIVERFRONT URBAN RENEWAL AND REDEVELOPMENT PLAN

RECITALS

A. Whereas on December 23, 1974, the City Council of the City of Waterloo, Iowa (the "City") adopted Ordinance No. 2723 which was amended by Resolution No. 1996-804, adopted December 16, 1996, amended by resolution 2001-394, adopted on August 6, 2001, amended by Resolution No. 2003-225, adopted on April 7, 2003, amended by Resolution No. 2011-1109, adopted December 5, 2011, amended by Resolution No. 2014-966, adopted November 10, 2014, amended by Resolution No. 2015-632, adopted August 10, 2015, and amended by Resolution No. 2017-772, adopted September 18, 2017, determining that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Downtown Waterloo Riverfront Urban Renewal and Redevelopment Plan of the City of Waterloo Iowa (the "Plan").

B. The City desires to amend the Plan again to include new urban renewal projects and to update related information in the Plan.

AMENDMENT

NOW THEREFORE, the Downtown Waterloo Riverfront Urban Renewal and Redevelopment Plan, as previously amended, is hereby further amended as follows:

1. Attachments C and D to the Plan are hereby stricken in their entirety, and the new Attachments C and D which are attached hereto are substituted in their place so that the Plan shows current information about bonding capacity and project budgets.

2. The attachments listed below, each of which is attached hereto, are included in this amendment to show compliance with procedural requirements under state law for adoption of this amendment, but do not replace or supersede similar attachments to the original Plan or any amendment thereto adopted prior to this amendment:

Attachment H (notice of consultation)
Attachment I (resolution adopting this amendment)
Attachment K (published notice of public hearing)
Attachment L (posted notice of public hearing)

3. Except as modified by this amendment, the Plan, as previously amended, shall continue unmodified in full force and effect.

PASSED AND APPROVED this _____ day of _____, 2022.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

Attachment C

City of Waterloo
Black Hawk County, Iowa

Study of Bonding Capacity as of January 1, 2019

January 1, 2019 Actual Gross Assessed Valuation	$4,043,161,870
Legal Bonding Rate	5%
Legal Bonding Limit	$ 202,158,094
Less Outstanding G.O. & Other Debt	($ 114,700,920)
Unused Gross bonding Capacity	$ 87,457,174
56.74% of legal limit	

ATTACHMENT D
DOWNTOWN URBAN RENEWAL AND REDEVELOPMENT AREA PROJECT AMENDMENT 2022

	Project Proposals	Proposed Budgets	
1)	Cedar River Upper Plaza Mall	Acquisition	$1,501,620
		City Property	$48,380
		Site Improvements	$1,800,000
		Construction	$12,400,000
		Landscaping & Public Art	$200,000
		Architectural Fees	$1,300,000
		Engineering Fees	$700,000
		Construction Administration	$400,000
		Total	$18,350,000
2)	Downtown Pedestrian Riverwalk Loop Project	Levee Construction	$650,000
		River edge/Wall Construction	$4,900,000
		Bridge Connections	$17,000
		Total	$5,567,000
3)	Wellness and Sports Complex Project	Acquisition	$2,000,000
		City Property	$250,000
		Site Improvements	$3,000,000
		Construction	$17,500,000
		Landscaping & Public Art	$150,000
		Architectural Fees	$2,600,000
		Engineering Fees	$1,500,000
		Construction Administration	$1,200,000
		Total	$28,200,000
4)	Techworks Campus Redevelopment/Hotel	Construction, Site Improvements and	$77,739,038
		Acquisition/Platting	$4,000,000
		Streetscape Improvements	
		Total	$81,739,038
5)	Downtown Parking and Cedar Valley Trolley System	Depot District Stop	$10,000
		Commercial Avenue South Stop	$10,000
		Agritrade and Expo Stop	$10,000
		Commercial Avenue North Stop	$10,000
		Mullan Avenue East Stop	$10,000
		City Transit Center Stop	$10,000
	Equipment	Purchase Eight Trolley Cars	$1,600,000
		Total	$1,660,000
6)	Public Improvements	Wayfinding & Signage	$160,000
		Commercial Street Reconstruction	$782,500
		New Street Construction	$1,100,000
		Streetscaping/Lighting	$3,440,000
		Planning	$72,798
		Skywalks	$2,000,000
		Total	$7,555,298
7)	Construction - Riverfront Renissance	Phase I	$3,500,000
		Phase II	$3,500,000
		Phase III	$3,500,000
		Phase IV	$3,500,000
		Phase V	$3,500,000
		Phase VI	$3,500,000
		Phase VII	$3,500,000
		Phase VIII	$3,500,000
		Phase IX	$3,500,000
	Site Assembly		$4,000,000
	Site Improvements		$2,000,000
	UNICUE Downtown Center		$1,300,000
	Parking		$300,000
	Plaza		$300,000
	Retail		$1,200,000
		Total	$40,600,000
8)	Downtown Gateway District	Acquisition	$3,000,000
		Infill Redevelopment	$6,000,000
		Total	$9,000,000

9)	Cedar River Dam	Construction	$3,500,000
		Engineering & Construction & Administration	$500,000
		Total	$4,000,000
10)	Grout Museum	Architectural & Engineering	$361,718
		Construction	$5,995,870
		Exhibits	$2,638,993
		Total	$8,996,581
11)	ElizabethBlake, LLC (2005 Westfield, American Pattern)	Grant	$221,350
		Rebates	$500,000
		Total	$721,350
12)	Endeavors, Ltd (former Johnstone Supply, 321 W 6th St)	Acquisition	$470,000
		Demo	$600,000
		Rebates	$200,000
		Total	$1,270,000
13)	Bread to Beer, LLC (Singlespeed, former Wonderbread, 325 Commercial)	Acquisition	$400,000
		Abatement/environmental	$10,000
		Grant	$160,000
		Additional expenses	$550,000
		Rebates	$940,699
		Total	$2,060,699
14)	Dolly James 2, LLC; Hi Yield, LLC (820-920 Sycamore apartments- six buildings)	Acquisition	$1,040,000
		Demo	$330,000
		Rebates	$809,000
		Total	$2,179,000
15)	Convention Center/Plaza/Veterans Way - City (200 W 4th) Including Skywalks and parking ramps	Bonds	$27,000,000
		Enginering/Architect Fees	$1,000,000
		Total	$28,000,000
16)	Hotel, 205 W 4th (Makenda LLC)	Bonds/TIF Rebates	$5,000,000
		Hotel/Motel	$1,500,000
		ED Grant	$450,000
		Total	$6,950,000
17)	Grand Investments, LLC (Grand Crossing Phase I - 45 W Jefferson)	*Acquisition*	$800,000
		Demo	$400,000
		Rebates	$1,900,000
		Total	$3,100,000
18)	Dolly James 2,LLC; Hi Yield, LLC (6COMM, NE corner of 6th & Commercial)	*Acquisition*	$120,000
		Demo	$80,000
		Rebates	$1,300,000
		Total	$1,500,000
19)	Commercial & Jefferson Streetscape 2019	*Design & Construction*	$1,400,000
		Total	$1,400,000
20)	Verve Kombucha	*Fire Sprinkler System*	$68,765
		Rebates	$200,000
		Total	$268,765
21)	Cedar Valley Real Estate (300 Commercial Street)	*Grant*	$300,000
		Rebates	$300,000
		Total	$600,000
22)	Crystal Distribution Acquisition	*Property Acquisition*	$650,000
		Demo	$250,000
		Total	$900,000
23)	Legal Fees, Consulting Fees, maps, marketing, materials, and related expenses	*Misc. Fees*	$700,000
		Total	$700,000
24)	Property Acquisition	*Property Acquisition*	$11,000,000
		Total	$11,000,000
25)	LSBX	*Grant*	$550,000
		Rebates	$2,200,000
		Total	$2,750,000
26)	IRD	*Bond*	$3,000,000
		Total	$3,000,000

27)	Art Bloc	*Land Grant*	$100,000
		Rebates	$1,700,000
		Total	$1,800,000
28)	WCA Parking Lot	*Construction*	$2,500,000
		Total	$2,500,000
29)	Econo Lodge	*Grant*	$35,000
		Rebates	$800,000
		Acquisition	$1,200,000
		Demo	$1,000,000
		Construction	$1,500,000
		Total	$4,535,000
30)	Former Courier Building	*Acquisition*	$950,000
		Demo	$1,000,000
		Construction	$300,000
		Rebates	$800,000
		Total	$3,050,000
31)	Westfield Lot Development	*Sewer*	$230,000
		Environmental	$10,000
		Total	$240,000
32)	Marina	*Acquisition*	$100,000
		Grant	$550,000
		Construction	$2,000,000
		Rebates	$1,300,000
		Total	$3,950,000
33)	Tech Works Campus Redevelopment/Outlots	*Infrastructure*	$2,400,000
		Grant	$1,000,000
		Rebates	$2,000,000
		Planning/Engineering	$100,000
		Total	$5,500,000
34)	Grand Crossing III	*Acquisition*	$200,000
		Rebates	$1,500,000
		Total	$1,700,000
35)	Midwest Pattern 84-180 W 11th St	*Acquisition*	$1,000,000
		Demolition	$40,000
		Total	$1,040,000
36)	Demolitions (various, such as: 100-114 E 10th St, 105 E 11th St, 100 E 9th St, 105 E 10th St, 1100 Sycamore St, 817 Bluff St, 321 W 6th St, 70-90 Sycamore St	*Demolition*	$1,500,000
		Total	$1,500,000
37)	JSA 704-706 Jefferson St	*Grant*	$230,000
		Rebates	$248,000
		Construction	$3,000,000
		Total	$3,478,000
38)	Cedar River Whitewater Course	*Local Funds*	$7,200,000
		Grant	$5,600,000
		Design/Engineering	$1,200,000
		Total	$14,000,000
39)	Bridge Lighting	*Local Funds*	$2,000,000
		Design/Engineering	$600,000
		Grant/Other Funds	$2,200,000
		Total	$4,800,000
40)			$0
		Total	$0
	Sub Total		$320,160,731

	Tax Rebate Projects	
1)	Fischels Holdings, LLC (1118 Jefferson St)	$50,000
2)	Court Square Building CO (620 Lafayette)	$10,000
3)	Hotel President Partners LP (500 Sycamore)	$200,000
4)	3 Stooges, LLC (1116-1118 Commercial)	$41,220
5)	Grand Crossing II (21 W Jefferson)	$1,100,000
6)	Park Avenue Lofts, LLC (Masonic Temple, 325 E Park)	$125,000
7)	Upper Plaza (335 Cedar Street)	$1,400,000
8)	JSA Master Development Agreement	$1,000,000
9)		
10)		
	Sub Total Tax Rebates	$3,926,220
	TOTAL	$324,086,951

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/6/2022
Prepared: 8/23/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material
Legal Description	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Transmitted herewith is a resolution setting date of public hearing as July 18, 2022, to approve the 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, and instruct the City Clerk to publish notice. 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 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. 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
Legal Descriptions:	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°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 *Industrial,* 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.

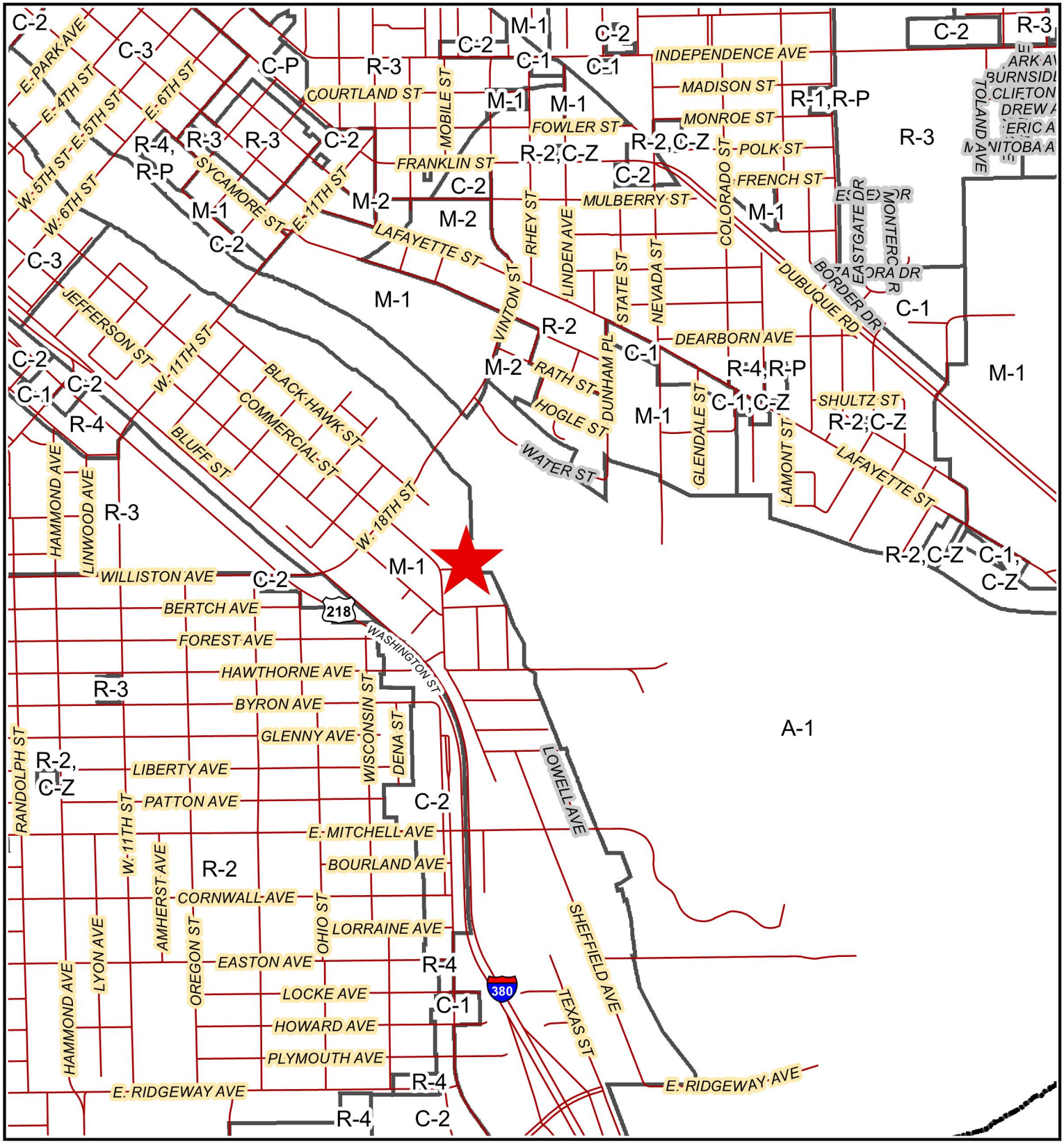


Picture 3: Looking south from Commercial Street.



Picture 4: Looking north from Commercial Street.

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



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1,000 500 0 1,000 Feet

Waterloo Iowa

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



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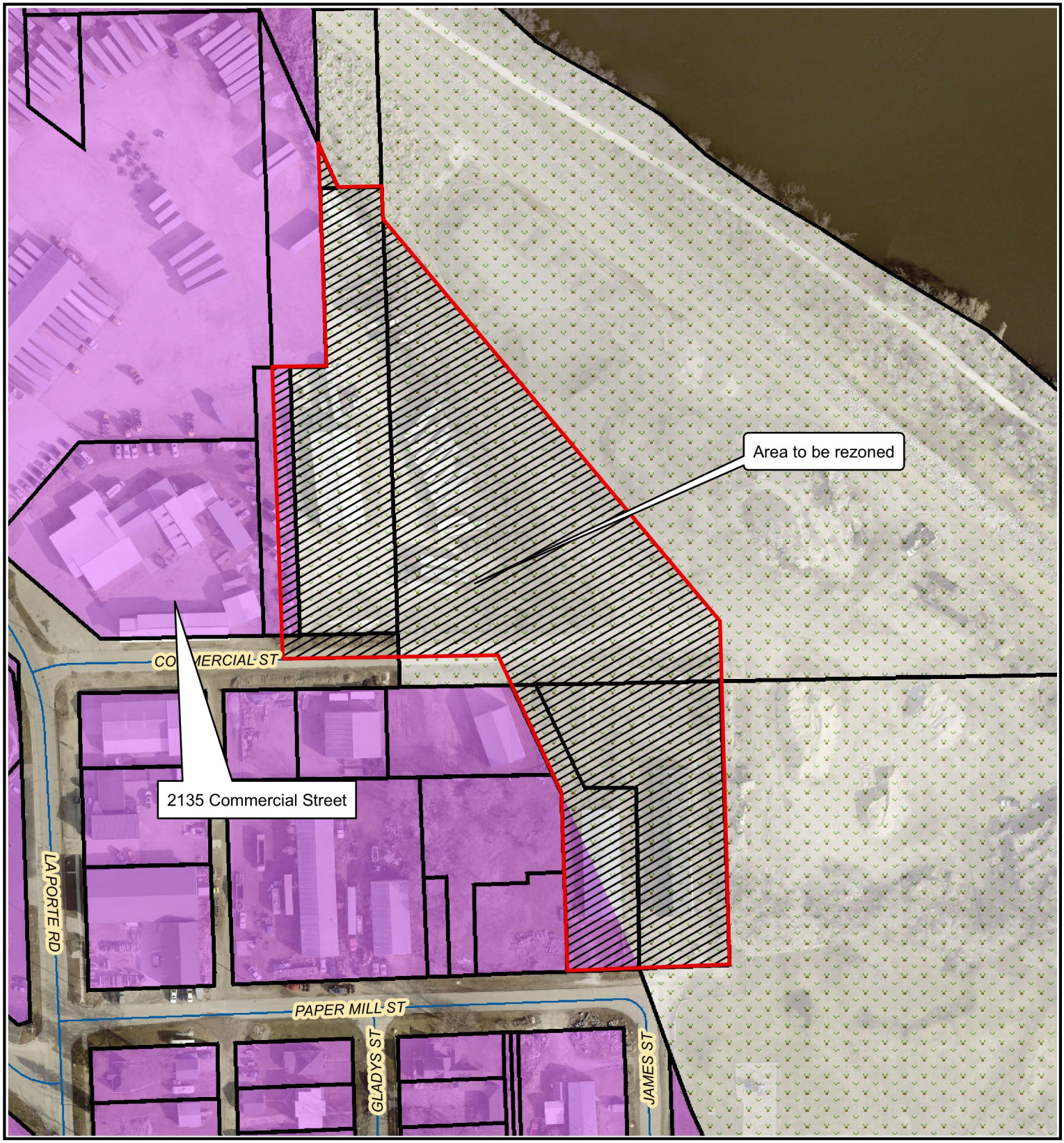
Waterloo Iowa

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



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Waterloo Iowa

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

Doc ID: 005044740001 Type: GEN
Kind: SURVEY
Recorded: 01/24/2013 at 04:14:45 PM
Fee Amt: $7.00 Page 1 of 1
Black Hawk County Iowa
JUDITH A MCCARTHY RECORDER
File 2013-00015559

MAP FILED IN MAP DRAWER

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

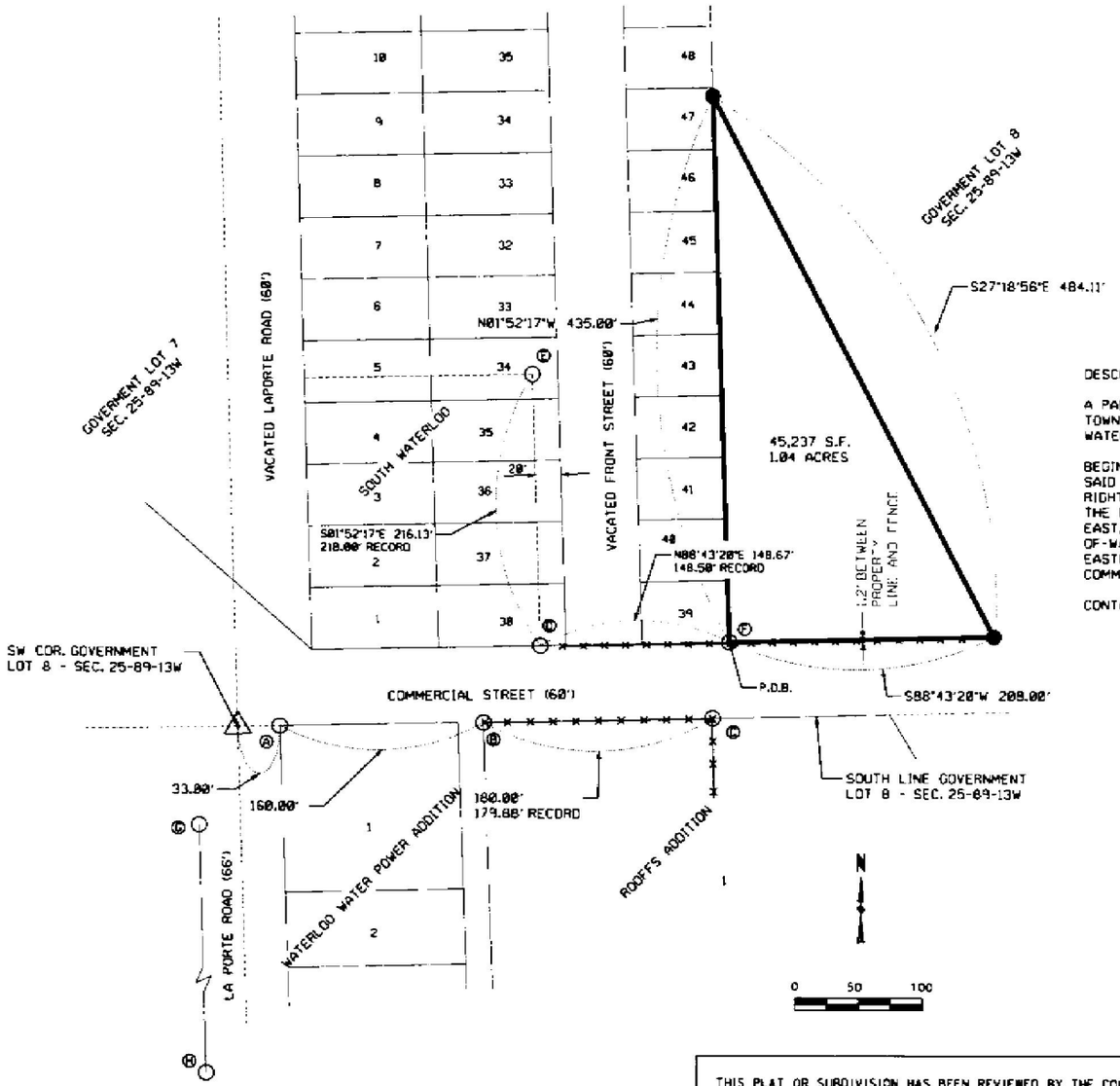
COUNTY PARCEL LETTER "H" ASSIGNED BY THE BLACK HAWK COUNTY AUDITOR'S OFFICE ON JANUARY 11, 2013

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 "H"

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°43'28" WEST ON THE EASTERLY PROLONGATION OF THE PRESENT NORTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET, 208.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 45,237 SQUARE FEET OR 1.04 ACRES.

○ = FOUND PROPERTY PIN
(A) FOUND 2" PIPE 0.15' WEST OF CORNER
(B)(D)(E) FOUND 1/2" REBAR/YELLOW PLASTIC CAP NO. 8833
(C)(F)(G) FOUND 1/2" REBAR
(H) FOUND REBAR/YELLOW PLACTIC CAP CAN NOT READ NUMBER
● = SET 24" X 1/2" REBAR/YELLOW PLASTIC CAP NO. 8505
X—X—X CHAINLINK FENCE

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

John Pole 1-22-13
SIGNATURE OF COUNTY ORDINANCE ADMINISTRATOR DATE

LICENSED LAND SURVEYOR MICHAEL R. FAGLE 8505 IOWA

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
License number 8505
My license renewal date is December 31, 2014
Pages or sheets covered by this seal:
THIS SHEET

PREPARED BY: MICHAEL R. FAGLE P.L.S. 8505 AECOM 501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 (319-232-5131)

File Number: 2013-00015559

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 X (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.

7.27.22 7.27.22

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°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.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/6/2022
Prepared: 8/24/2022

SUBJECT:	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.
Submitted by:	Submitted By: Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/6/2022
Prepared: 8/23/2022

ATTACHMENTS:

Description	Type
quotes	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Sandie Greco, Traffic Operations Director
Recommended Action:	Approve resolution
Summary Statement:	Friday evening (8/19/22) the City's fuel site was struck by lightning. The system is inoperable at this time. The Tank Monitor is needed to operate the system and also be compliant with DNR requirements. Due to shortages of this equipment, the fuel site is expected to be down for 2 to 3 weeks with the anticipated delivery date. Installation expense will be determined when equipment is delivered.
Implementation, Accountability, and Communication:	All outside agencies (Black Hawk County, Waterloo Schools, Durham School Bus, MET) have been notified and along with city personnel are using Kwik Star as an alternative for fuel. This is an inconvenience and unexpected expense for all departments purchasing fuel.
Expenditure Required/Source of Funds:	GO Bond Funding 419-18-7950-2151



Dick's Petroleum Company

106 3rd Avenue PO Box 729 Tripoli, Iowa 50676
800-334-7867 Fax: 319-882-3499
www.dickspetroleum.com

July 12, 2022

Todd Swarts
City of Waterloo
Public Works Division
625 Glenwood Street
Waterloo, IA. 50703
319-291-4445
todd.swarts@waterloo-ia.org

RE: New tank monitor estimate

Todd,

All of us at Dick's Petroleum Company would like to thank you for the opportunity to give you this quote for a new tank monitoring system. If you have any questions, or if I can be of further assistance, please contact me anytime.

Following are three options for your consideration. Option #1 is an EVO400, Option #2 is an EVO550, and Option #3 is the EVO600. All EVO systems have the capability to connect to them remotely via the internet. Please go to the following link to see the differences in these systems. www.franklinfueling.com/en/products/fuel-management-systems/automatic-tank-gauges/eve-series

Installation will be done on a time and material basis, but an estimated installation cost is included. It is our recommendation that your electricians run new wire and install new junction boxes at the time of the installation.

The equipment is as follows:

OPTION #1 EVO400 TANK MONITOR

1-EVO400D tank monitor with display
1-Scald software
3-Probes
1-Gas float kits
2-Diesel float kit
3-Probe install kits
1-External printer
5-Non-discriminating float sensors - Needs 7 3 tanks 4 dispensers
1-External overfill alarm
1-Remote acknowledgement button
1-Freight

TOTAL OF EQUIPMENT ONLY ***$19,801.21****

OPTION #2 EVO550 TANK MONITOR

1-T550EDP tank monitor with display and printer
1-TS-TT Scald software
1-TS-2WSNS 2 wire sensor module
1-TS-PRB probe module
3- Digital probes
2-Diesel float kit
1-Gas float kit
3-Probe install kit
5-Non-discriminating float sensors
1-External overfill alarm
1-Remote acknowledgement button
1-Freight

TOTAL OF EQUIPMENT ONLY ***$26,696.57****

OPTION #3 EVO600 TANK MONITOR

1-T600EDP tank monitor with display and printer
1-TS-TT Scald software
1-TS-2WSNS 2 wire sensor module
1-TS-PRB probe module
3- Digital probes
2-Diesel float kit

1-Gas float kit
3-Probe install kit
5-Non-discriminating float sensors - Needs 7
1-External overfill alarm
1-Remote acknowledgement button
1-Freight

TOTAL OF EQUIPMENT ONLY ***$26,246.65****

INSTALLATION:

- Installation will be done on a time and material basis. This figure is for budgetary purposes only. It should be very close to the actual price.
- Advise your electrician on removal and installation
- Remove existing tank monitoring system and components
- Install new monitor with accessories listed
- Program new system
- Test new system
- Train on new system
- General cleanup

ESTIMATED INSTALLATION ***$2,750.00****

*Price does not include sales tax, permits, wire, electrical work, and Dick's Petroleum Companies terms and conditions apply.

TERMS AND CONDITIONS

This quotation is good for 30 days and is subject to supplier price increases. To make sure these prices are still current, call for verification. Any vendor price increases will be forwarded on to the customer with a reasonable markup. We may withdraw this quotation if not accepted within 90 days.

The equipment bid in this quotation carries the manufacturer's warranty only, which will be passed from the seller to the buyer according to the manufacturer's policy. No other warranties are either expressed or inferred. Trade-in of old equipment is figured into this price.

Midwest Liquid Systems Inc.
1414 21st Ave
Eldora, IA. 50627
641-858-2668 Fax: 641-858-3424
gene@midwestliquid.com

August 3, 2022

City of Waterloo
625 Glenwood Street
Waterloo, IA 50703

ATTN: Rich Strange
RE: Fuel 24 Blackhawk Street

Midwest liquid Systems Inc is pleased to quote the following equipment, materials and installation for your new tank monitor at your site in Waterloo, Iowa.

1-Franklin-Evo 600 with display, printer, WIFI
3-Franklin-Evo 600 9' magnetostrictive tank probes
1-Franklin-Evo 600 12 input 2 wire module
1-Franklin-Evo 600 8 input AC input module
1-Frankin-Evo 600 Scald Tank test software
3-Franklin-Evo 600 Probe Install kits
2-Franklin-Evo 600 Diesel Float kits
1-Franklin-Evo 600 Gasoline Float kit
7-Franklin-Evo Liquid sump sensors
3-Morrison- Tank monitor probe cap/adapt combo
3-MLS- 4"x24" black pipe nipples
1-MLS- Freight

Total Tank Monitor	**$ 38,082.86**
Total Installation	**$ 13,864.40**
TOTAL	**$ 51,947.26**

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 9/6/2022
Prepared: 9/1/2022

ATTACHMENTS:

	Description	Type
	Lumenpulse_Expo Plaza Tower Repairs	Backup Material

SUBJECT:	Resolution approving a signed proposal from Lumenpulse, in the amount of $118,682.00, in conjunction with the Expo Plaza Tower Repairs.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer

Expenditure Required/Source of Funds: Waterloo Development Corporation and Gaming Funds

Date: May 11, 2022 Quote: TRTY22-1813-4

Quote

lumenpulse™ USA

Lumenpulse Group
1220 Marie-Victorin
Longueuil QC J4G 2H9
Phone:
Fax:
From: Christina Dallaire
Quoter Ph:

Project **LP2022-71836-EXPO PLAZA-WATERLOO, IA**
Location WATERLOO IA
Quote TRTY22-1813-4

To:

LIGHTSOURCE
8719 Castle Park Drive
Indianapolis IN 46256
Phone: 317.598.6900
Fax: 317.598.6910

For
Bid Date Jan 12, 2022
Expires Sep 29, 2022

QTY	Type	MFG	Part	Price	UQ	ExtPrice
120		LUM	LXTD-120-48-RGB-SI-DMX/RDM	$795.00		$95,400.00
120		LUM	UMP-SI	$10.00		$1,200.00
2		LUM	LXTD-120-36-RGB-SI-DMX/RDM	$678.00		$1,356.00
2		LUM	UMP-SI	$10.00		$20.00
6		LUM	LXTD-120-12-RGB-SI-DMX/RDM	$442.00		$2,652.00
6		LUM	UMP-SI	$10.00		$60.00
4		LUM	LOG-RO-120-36-35K-60X60-SI-DMX/RDM-N/A-UMP-SI-ETE	$729.00		$2,916.00
12		LUM	LXTLC-UL-DMX/RDM-10FT-BK	$62.00		$744.00
6		LUM	CBX-ST-120/277-DMX/RDM-SI-UL	$569.00		$3,414.00
1		LUM	LID	$500.00		$500.00
1		LUM	SPECIALACCESSORY-SPL-BK(022714)	$4,920.00		$4,920.00
Note			SPL022714 IS PHAROS CONTROLLER (LPC2)			
2		ONSS	LMS-ONSS-COMM	$2,750.00		$5,500.00
			Total:			**$118,682.00**

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Notes:

THIS QUOTATION IS NOT BASED ON CONFIRMED INSTALLATION. THIS QUOTED BILL OF MATERIAL IS BASED UPON INFORMATION SUPPLIED TO LUMENPULSE AND SHOULD BE CONFIRMED AGAINST FINAL PROJECT NEEDS PRIOR TO ORDERING. THE CUSTOMER IS SOLELY RESPONSIBLE FOR THE FINAL BILL OF MATERIAL (FIXTURE LENGTH, QUANTITY, CABLE, CBOX, ETC...). BILL OF MATERIAL AND PRICES ARE SUBJECT TO REVIEW. -ALL UNIT PRICES ON SERVICES ITEMS ARE BASED ON ONE (1) DAY.

ESTIMATED DELIVERY DATE INFORMATION IS OFFERED FOR GUIDANCE ONLY AND MAY BE SUBJECT TO CHANGE. LUMENPULSE WILL NOT ASSUME ANY LIABILITY AS THE RESULT OF LATE DELIVERY.
PAYMENT TERMS: NET 30 DAYS.
FREIGHT TERMS: FCA FACTORY, FFFA $15000 USD ORDER NET VALUE. IF LIFT GATE OR UNION DRIVER IS REQUIRED, ADDITIONAL CHARGES WILL APPLY.

LUMENAREA POLE FREIGHT IS NOT INCLUDED. LUMENAREA ANCHOR BOLT FREIGHT IS INCLUDED ON ORDERS GREATER THAN $15,000.00.

lumenpulse™ USA

Lumenpulse Group
1220 Marie-Victorin
Longueuil QC J4G 2H9
Phone:
Fax:
From: Christina Dallaire
Quoter Ph:

Project **LP2022-71836-EXPO PLAZA-WATERLOO, IA**
Location WATERLOO IA
Quote TRTY22-1813-4

GLOBAL SHORTAGE IN CERTAIN SOLID STATE ELECTRONICS (ESPECIALLY THE DIMMING MODULE) MAY INCREASE THE LEAD-TIME UP TO 12 WEEKS.
READ OUR COMPLETE TERMS AND CONDITIONS ON OUR WEBSITE AT THE FOLLOWING ADDRESS: http://www.lumenpulse.com/en/support/terms

James Miller, WDC

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/6/2022
Prepared: 8/23/2022

ATTACHMENTS:

	Description	Type
	Change Order No 2	Backup Material

SUBJECT: 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.

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

Expenditure Required/Source of Funds: $3,448.57/Sewer funds and SRF funding

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

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

August 16, 2022

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

Subject: **FY 2021 CIP Pipelining Phase IVA2**
Change Order No. 2
City of Waterloo, Iowa
City Contract No. 1043
AECOM #60664721

Dear Mr. Gaherty:

Attached is Change Order No. 2 for the FY 2021 CIP Pipelining Phase IVA2. This change order is to reconcile the final quantities and the final completion date to proceed with final payment.

AECOM has reviewed the work described in this change order. We recommend that the City of Waterloo approve Change Order No. 2 in the amount of $3,223.96 (SRF) and $224.61 (Non-SRF), for a total change order of $3,448.57.

The final contract amount of $999,602.94 (SRF) and $157,808.46 (Non-SRF) brings the total contract to $1,157,411.40.

Yours sincerely,



Christopher G. Oelkers, P.E.

Enclosure: Change Order No. 2 Tabulation and Signature Form
Change Order No. 2 Tabulation

P:\60664721\600_Construction_Support\670_Change-Orders\CO NO. 2\Wat CIPP PH IVA - Change Order No 2 LTR.docx

Project Change Order
FY 2021 CIP PIPELINING PHASE IVA2
City of Waterloo
City Contract No. 104

AECOM

AECOM Project No: 6066472

Tuesday, August 16, 2022

ORIGINAL CONTRACT DATES		REVISED CONTRACT DATES			REVISED CONTRACT DATES	
SUBSTANTIAL COMPLETION	NONE	SUBSTANTIAL COMPLETION		No Change	SUBSTANTIAL COMPLETION	No Change
FINAL COMPLETTION	12/17/21	FINAL COMPLETTION		06/23/22	FINAL COMPLETTION	No Change

RED DEDUCT

NO.	DESCRIPTION	UNIT	Bid QUANTITY	Bid UNIT PRICE	Bid AMOUNT	Change Order No. 1 QUANTITY	Change Order No. 1 UNIT PRICE	Change Order No. 1 AMOUNT	Change Order No. 2 QUANTITY	Change Order No. 2 UNIT PRICE	Change Order No. 2 AMOUNT
	BASE BID										
1	8" Diameter CIP Pipe Lining	LF	21,082.0	$ 18.40	$ 387,908.80	21,762.30	$ 18.40	$ 400,426.32	**22,155.8**	$ 18.40	**$ 407,666.72**
2	10" Diameter CIP Pipe Lining	LF	1,116.0	$ 20.20	$ 22,543.20	1,115.30	$ 20.20	$ 22,529.06	**1,112.8**	$ 20.20	**$ 22,478.56**
3	12" Diameter CIP Pipe Lining	LF	926.0	$ 27.00	$ 25,002.00	1,182.20	$ 27.00	$ 31,919.40	**1,182.4**	$ 27.00	**$ 31,924.80**
4	18" Diameter CIP Pipe Lining	LF	1,395.0	$ 57.00	$ 79,515.00	1,396.10	$ 57.00	$ 79,577.70	**1,389.4**	$ 57.00	**$ 79,195.80**
5	Lateral Reinstatement	EA	353.0	$ 70.00	$ 24,710.00	448.00	$ 70.00	$ 31,360.00	**452.0**	$ 70.00	**$ 31,640.00**
6	3-FT Lateral Grouting	EA	353.0	$ 340.00	$ 120,020.00	393.00	$ 340.00	$ 133,620.00	**386.0**	$ 340.00	**$ 131,240.00**
7	Pipe Televising - 8"	LF	42,164.0	$ 0.75	$ 31,623.00	43,524.60	$ 0.75	$ 32,643.45	**44,311.6**	$ 0.75	**$ 33,233.70**
8	Pipe Televising - 10"	LF	2,232.0	$ 0.75	$ 1,674.00	2,230.60	$ 0.75	$ 1,672.95	**2,225.6**	$ 0.75	**$ 1,669.20**
9	Pipe Televising - 12"	LF	1,852.0	$ 0.75	$ 1,389.00	2,364.40	$ 0.75	$ 1,773.30	**2,364.8**	$ 0.75	**$ 1,773.60**
10	Pipe Televising - 18"	LF	2,790.0	$ 1.00	$ 2,790.00	2,792.20	$ 1.00	$ 2,792.20	**2,778.8**	$ 1.00	**$ 2,778.80**
11	Type A Pipe Cleaning - 8"	LF	21,082.0	$ 1.10	$ 23,190.20	21,828.30	$ 1.10	$ 24,011.13	**22,155.8**	$ 1.10	**$ 24,371.38**
12	Type A Pipe Cleaning - 10"	LF	1,116.0	$ 1.10	$ 1,227.60	1,115.30	$ 1.10	$ 1,226.83	**1,112.8**	$ 1.10	**$ 1,224.08**
13	Type A Pipe Cleaning - 12"	LF	926.0	$ 1.40	$ 1,296.40	1,182.20	$ 1.40	$ 1,655.08	**1,182.4**	$ 1.40	**$ 1,655.36**
14	Type A Pipe Cleaning - 18"	LF	1,395.0	$ 1.60	$ 2,232.00	1,396.10	$ 1.60	$ 2,233.76	**1,389.4**	$ 1.60	**$ 2,223.04**
15	Type C Root Removal - 8"-10"	LF	11,099.0	$ 1.50	$ 16,648.50	2,020.60	$ 1.50	$ 3,030.90	2,020.6	$ 1.50	$ 3,030.90
16	Type C Root Removal - 12"-15"	LF	463.0	$ 1.75	$ 810.25	283.60	$ 1.75	$ 496.30	283.6	$ 1.75	$ 496.30
17	Type C Root Removal - 18"	LF	697.0	$ 3.00	$ 2,091.00	0.00	$ 3.00	$ -	0.0	$ 3.00	$ -
18	Type D Lumberjack - 8"-10"	LF	11,099.0	$ 3.00	$ 33,297.00	17,455.70	$ 3.00	$ 52,367.10	17,455.7	$ 3.00	$ 52,367.10
19	Type D Lumberjack - 12"-15"	LF	463.0	$ 4.00	$ 1,852.00	540.20	$ 4.00	$ 2,160.80	540.2	$ 4.00	$ 2,160.80
20	Type D Lumberjack - 18"	LF	697.0	$ 5.00	$ 3,485.00	200.00	$ 5.00	$ 1,000.00	200.0	$ 5.00	$ 1,000.00
21	Protruding Taps Removal	EA	100.0	$ 200.00	$ 20,000.00	13.00	$ 200.00	$ 2,600.00	13.0	$ 200.00	$ 2,600.00
	SRF - Alternate No. 1 - SA 19										
101	8" Diameter CIP Pipe Lining	LF	2,257.00	$ 19.90	$ 44,914.30	2,273.00	$ 19.90	$ 45,232.70	**2,254.0**	$ 19.90	**$ 44,854.60**
102	Lateral Reinstatement	EA	26.00	$ 70.00	$ 1,820.00	31.00	$ 70.00	$ 2,170.00	**32.0**	$ 70.00	**$ 2,240.00**
103	3-FT Lateral Grouting	EA	26.00	$ 340.00	$ 8,840.00	29.00	$ 340.00	$ 9,860.00	**25.0**	$ 340.00	**$ 8,500.00**
104	Pipe Televising - 8"	LF	4,514.00	$ 1.75	$ 7,899.50	4,546.00	$ 1.75	$ 7,955.50	**4,508.0**	$ 1.75	**$ 7,889.00**
105	Type A Pipe Cleaning - 8"	LF	2,257.00	$ 1.50	$ 3,385.50	2,273.00	$ 1.50	$ 3,409.50	**2,254.0**	$ 1.50	**$ 3,381.00**
106	Type C Root Removal - 8"-10"	LF	1,128.50	$ 2.00	$ 2,257.00	1,057.00	$ 2.00	$ 2,114.00	1,057.0	$ 2.00	$ 2,114.00
107	Type D Lumberjack - 8"-10"	LF	1,128.50	$ 4.00	$ 4,514.00	1,388.00	$ 4.00	$ 5,552.00	1,388.0	$ 4.00	$ 5,552.00
108	Protruding Taps Removal	EA	5.00	$ 200.00	$ 1,000.00	6.00	$ 200.00	$ 1,200.00	6.0	$ 200.00	$ 1,200.00
	SRF - Alternate No. 2 - SA 19										
201	12" Diameter CIP Pipe Lining	LF	2,256.0	$ 32.00	$ 72,192.00	2,254.00	$ 32.00	$ 72,128.00	**2,237.2**	$ 32.00	**$ 71,590.40**
202	Pipe Televising - 12"	LF	4,512.0	$ 2.50	$ 11,280.00	4,508.00	$ 2.50	$ 11,270.00	**4,474.4**	$ 2.50	**$ 11,186.00**
203	Type A Pipe Cleaning - 12"	LF	2,256.0	$ 1.50	$ 3,384.00	2,254.00	$ 1.50	$ 3,381.00	**2,237.2**	$ 1.50	**$ 3,355.80**
204	Type C Root Removal - 12"-15"	LF	1,128.0	$ 2.00	$ 2,256.00	725.00	$ 2.00	$ 1,450.00	725.0	$ 2.00	$ 1,450.00
205	Type D Lumberjack - 12"-15"	LF	1,128.0	$ 4.00	$ 4,512.00	390.00	$ 4.00	$ 1,560.00	390.0	$ 4.00	$ 1,560.00
	NON-SRF Alternate No. 3 - SA 14										
301	10" Diameter CIP Pipe Lining	LF	1,292.0	$ 22.00	$ 28,424.00	1,292.00	$ 22.00	$ 28,424.00	**1,294.1**	$ 22.00	**$ 28,470.20**
302	12" Diameter CIP Pipe Lining	LF	1,394.0	$ 32.00	$ 44,608.00	1,398.50	$ 32.00	$ 44,752.00	**1,394.4**	$ 32.00	**$ 44,620.80**
303	Lateral Reinstatement	EA	4.0	$ 70.00	$ 280.00	13.00	$ 70.00	$ 910.00	13.0	$ 70.00	$ 910.00
304	3-FT Lateral Grouting	EA	4.0	$ 340.00	$ 1,360.00	11.00	$ 340.00	$ 3,740.00	11.0	$ 340.00	$ 3,740.00
305	Pipe Televising - 10"	LF	2,584.0	$ 1.75	$ 4,522.00	2,584.00	$ 1.75	$ 4,522.00	**2,588.2**	$ 1.75	**$ 4,529.35**
306	Pipe Televising - 12"	LF	2,788.0	$ 2.50	$ 6,970.00	2,797.00	$ 2.50	$ 6,992.50	**2,788.8**	$ 2.50	**$ 6,972.00**
307	Type A Pipe Cleaning - 10"	LF	1,292.0	$ 1.50	$ 1,938.00	1,292.00	$ 1.50	$ 1,938.00	**1,294.1**	$ 1.50	**$ 1,941.15**
308	Type A Pipe Cleaning - 12"	LF	1,394.0	$ 1.90	$ 2,648.60	1,408.50	$ 1.90	$ 2,676.15	**1,394.4**	$ 1.90	**$ 2,649.36**
309	Type C Root Removal - 8"-10"	LF	646.0	$ 2.00	$ 1,292.00	660.00	$ 2.00	$ 1,320.00	660.0	$ 2.00	$ 1,320.00
310	Type C Root Removal - 12"-15"	LF	697.0	$ 2.00	$ 1,394.00	0.00	$ 2.00	$ -	0.0	$ 2.00	$ -
311	Type D Lumberjack - 8"-10"	LF	646.0	$ 4.00	$ 2,584.00	996.00	$ 4.00	$ 3,984.00	996.0	$ 4.00	$ 3,984.00
312	Type D Lumberjack - 12"-15"	LF	697.0	$ 4.00	$ 2,788.00	0.00	$ 4.00	$ -	0.0	$ 4.00	$ -
313	Protruding Taps Removal	EA	1.0	$ 200.00	$ 200.00	0.00	$ 200.00	$ -	0.0	$ 200.00	$ -
	NON-SRF Alternate No. 4 - SA 20										
401	24" Diameter CIP Pipe Lining	LF	361.0	$ 98.00	$ 35,378.00	356.00	$ 98.00	$ 34,888.00	**362.4**	$ 98.00	**$ 35,515.20**
402	Pipe Televising - 24"	LF	722.0	$ 2.00	$ 1,444.00	712.00	$ 2.00	$ 1,424.00	**724.8**	$ 2.00	**$ 1,449.60**
403	Type A Pipe Cleaning - 8"	LF	361.0	$ 4.00	$ 1,444.00	361.30	$ 4.00	$ 1,445.20	**362.4**	$ 4.00	**$ 1,449.60**
404	Type C Root Removal - 8"-10"	LF	180.5	$ 4.00	$ 722.00	356.00	$ 4.00	$ 1,424.00	356.0	$ 4.00	$ 1,424.00
405	Type D Lumberjack - 8"-10"	LF	180.5	$ 7.00	$ 1,263.50	0.00	$ 7.00	$ -	0.0	$ 7.00	$ -
	NON-SRF Alternate No. 5 - SA 17										
501	12" Diameter CIP Pipe Lining	LF	324.0	$ 36.00	$ 11,664.00	324.00	$ 36.00	$ 11,664.00	**316.6**	$ 36.00	**$ 11,397.60**
502	Lateral Reinstatement	EA	4.0	$ 70.00	$ 280.00	12.00	$ 70.00	$ 840.00	12.0	$ 70.00	$ 840.00
503	3-FT Lateral Grouting	EA	4.0	$ 340.00	$ 1,360.00	10.00	$ 340.00	$ 3,400.00	10.0	$ 340.00	$ 3,400.00
504	Pipe Televising - 12"	LF	648.0	$ 2.00	$ 1,296.00	648.00	$ 2.00	$ 1,296.00	**633.2**	$ 2.00	**$ 1,266.40**
505	Type A Pipe Cleaning - 12"	LF	324.0	$ 2.00	$ 648.00	324.00	$ 2.00	$ 648.00	**316.6**	$ 2.00	**$ 633.20**
506	Type C Root Removal - 12"-15"	LF	162.0	$ 2.00	$ 324.00	0.00	$ 2.00	$ -	0.0	$ 2.00	$ -
507	Type D Lumberjack - 12"-15"	LF	162.0	$ 4.00	$ 648.00	324.00	$ 4.00	$ 1,296.00	324.0	$ 4.00	$ 1,296.00
508	Protruding Taps Removal	EA	5.0	$ 200.00	$ 1,000.00	0.00	$ 200.00	$ -	0.0	$ 200.00	$ -

SRF WORK	**$ 971,559.25**	**ORIGINAL SRF CONTRACT**	**$ 971,559.25**
NON-SRF WORK	**$ 156,480.10**	**SRF CO NO. 1**	**$ 24,819.73**
PROJECT TOTAL	**$ 1,128,039.35**	**REVISED SRF CONTRACT**	**$ 996,378.98**

ORIGINAL CONTRACT	**$ 971,559.25**		
SRF CO NO. 1	**$ 24,819.73**		
SRF CO NO. 2	**$ 3,223.96**		
REVISED SRF CONTRACT	**$ 999,602.94**		

ORIGINAL NON-SRF CONTRACT	**$ 156,480.10**		
NON-SRF CO NO. 1	**$ 1,103.75**	**ORIGINAL NON-SRF CONTRACT**	**$ 156,480.10**
REVISED NON-SRF CONTRACT	**$ 157,583.85**	**NON-SRF CO NO. 1**	**$ 1,103.75**
		NON-SRF CO NO. 2	**$ 224.61**
		REVISED NON-SRF CONTRACT	**$ 157,808.46**

ORIGINAL TOTAL CONTRACT	**$ 1,128,039.35**		
TOTAL CO NO. 1	**$ 25,923.48**		
REVISED TOTAL CONTRACT	**$ 1,153,962.83**	**ORIGINAL TOTAL CONTRACT**	**$ 1,128,039.35**
		TOTAL CO NO. 1	**$ 25,923.48**
		TOTAL CO NO. 2	**$ 3,448.57**
		REVISED TOTAL CONTRACT	**$ 1,157,411.40**

Shaun Wascheat — 08/16/22
Municipal Pipe Tool Co., LLC — Date

08/16/22
Christopher G. Oelkers, AECOM, Project Engineer — Date

08/16/22
City Contract No. 1043 — Date

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

My license renewal date is December 31, 2023.

08/16/22
CHRISTOPHER G. OELKERS, PE License No. 22053 — Date

Pages or sheets covered by this seal: ALL PAGES

P:\60562377\600_Construction_Support\670_Change-Orders\CO NO. 1

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/6/2022
Prepared: 8/24/2022

ATTACHMENTS:

Description	Type
Change Order No. 3	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Oumie Ceesay, Associate Engineer
Recommended Action:	Approve change order.
Summary Statement:	Sidewalk work covered under this change order includes trail repairs for the Shaulis Road Trail. The City is electing to have the trail repairs made by the City's Sidewalk repair contractor and paid under a new division (Division 7) through a separate funding source.
Implementation, Accountability, and Communication:	

CITY OF WATERLOO, IOWA

CHANGE or EXTRA WORK ORDER NO. 03

PROJECT: **F.Y. 2022 SIDEWALK REPAIR PROGRAM** CONTRACT NO. **1061**

Date Prepared: August 23, 2022 AMOUNT: **$30,336.0 INCREASE**

TO: **BROCK EVEN CONSTRUCTION**, Contractor

You are hereby ordered to make the following changes from the plans and specifications or perform the following extra work on your contract dated JUNE 06, 2022.

A. Description of change to be made or extra work to be done:
3001 Remove Sidewalk
3002 Sidewalk, PCC, 6"
3003 Traffic Control

B. Reason for ordering change or extra work:

Sidewalk work covered under this change order includes trail repairs for the Shaulis Road Trail. The City is electing to have the trail repairs made by the City's Sidewalk repair contractor and paid under a new division (Division 7) through a separate funding source.

C. Settlement for cost of work to be made as follows:

Item No.	Item Description	Engr. Est. Quantities	Units	Engr. Est. Unit Price	Engr. Est. Total Cost
3001	Remove Sidewalk	2,520.0	SF	$ 3.60	$ 9,072.00
3002	Sidewalk, PCC, 6"	2,520.0	SF	$ 8.20	$ 20,664.00
3003	Traffic Control	1.0	LS	$ 600.00	$ 600.00
				TOTAL INCREASE	$ **30,336.00**

BY: _____
Mayor Date

ATTEST:

_____
City Clerk Date

BROCK EVEN, INC
CONTRACTOR

BY: _____ 8-25-22
Date

TITLE: _____

APPROVED:

_____ 8/25/22
City Engineer Date

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/6/2022
Prepared: 8/16/2022

ATTACHMENTS:

	Description	Type
	Change Order #5 - 5 Bros Plaza Reno	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	PR 05: Cost to relocate City Fiber; remove additional concrete add $14,819.10. Reduce remaining balance of Epoxy coating allowance from $12,727.39 to zero. Add remaining balance of $2,091.71 to contract sum.

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Change Order

PROJECT: *(Name and address)*
City of Waterloo Sullivan Brothers Plaza Renovation, Waterloo, IA.

CONTRACT INFORMATION:
Contract For: General Construction
Project No: 21-25083
Date: February 24, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 005

Date: August 11, 2022

OWNER: *(Name and address)*
City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

ARCHITECT: *(Name and address)*
I & S Group, Inc. (ISG)
314 East 4th Street
Waterloo, IA 50703

CONTRACTOR: *(Name and address)*
Vieth Construction Corporation
6419 Nordic Drive
Cedar Falls, IA 50613

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

A. PR 05: **Cost to relocate City fiber; remove additional concrete**.....ADD $14,819.10
- Provide & install 12 count single mode fiber from Convention Center to Library using existing pathway and about 70' new conduit. Both ends of the fiber will be terminated.
- Provide & install 12 count single mode fiber from Convention Center to traffic signal cabinet on Park and Commercial Street using existing pathway. Both ends of the fiber will be terminated.
- Replace concrete pavement for fiber placement.

TOTAL ADD $14,819.10

REDUCE REMAINING BALANCE OF EPOXY COATING ALLOWANCE FROM $12,727.39 TO ZERO. ADD REMAINING BALANCE OF $2,091.71 TO CONTRACT SUM.

The original Contract Sum was	$	1,692,500.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	1,692,500.00
The Contract Sum will be increased by this Change Order in the amount of	$	2,091.71
The new Contract Sum including this Change Order will be	$	1,694,591.71

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be September 1, 2022 (per Addenda #1).

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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

I & S Group, Inc. (ISG)	Vieth Construction Corporation	City of Waterloo
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Nathan Compton, Architect/Project Manager	Tony Vieth, President	Quentin Hart, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
August 11, 2022	8/15/2022	
DATE	**DATE**	**DATE**

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User Notes:
(3B9ADA3C)

CITY OF WATERLOO

Council Communication

Motion to receive and place on file the 2021 Operating Report of the Waterloo Water Works.

City Council Meeting: 9/6/2022
Prepared: 8/24/2022

ATTACHMENTS:

	Description	Type
	2021 Operating Report	Backup Material

SUBJECT:	Motion to receive and place on file the 2021 Operating Report of the Waterloo Water Works.
Submitted by:	Submitted By: Chad Coon, General Manager Waterloo Water Works
Recommended Action:	Receive and place on file the 2021 Operating Report of the Waterloo Water Works.
Summary Statement:	The Board of Trustees of the Waterloo Water Works approved the report at their regular Board Meeting on August 17, 2022.
Expenditure Required/Source of Funds:	No City funds are required for this action. The Waterloo Water pays for the cost of the report.

WATERLOO

WATER WORKS

2021

OPERATING REPORT

WATERLOO WATER WORKS

WATERLOO WATER WORKS 2021 ANNUAL REPORT
TO THE BOARD OF TRUSTEES AND THE CITIZENS OF WATERLOO

General Remarks

I am pleased to present the Waterloo Water Works' 2021 Annual Report to the Board of Trustees and the citizens of Waterloo, Iowa. The team members of the Water Works have collaborated in preparation of this report to highlight financial, water distribution, water production and customer service performance milestones that were achieved throughout the year in 2021.

The Water Works added or replaced 11,414 feet of water main in 2021. Pumpage for 2021 ended the year up 4.48% compared to the previous year, and water sales revenue ended the year up 6.5% on a year-to-year basis.

One large visible project that was completed in 2021 was the Water Works' Office remodel. Redesign and technology improvements were a driving force for this work. Most of the University Avenue water main has been installed and the final sections became operational. Other large projects included installing new water main along a new street called Hyper Drive in the Waterloo Air and Rail Park; replacing water main along Shaulis Road in conjunction for the new Lost Island Theme Park, replacing the two remaining Highway 20 crossings at W. 4th Street as well as Kimball Avenue; repainting the Linden Avenue water tower; also continuing to replace water mains in existing residential neighborhoods. Other investments include preliminary design work to stabilize and maintain the Pumping Station building, and finishing design for the Park Avenue water main replacement in conjunction with the City of Waterloo's Park Avenue Bridge Replacement Project. Due to repeated water main breaks along Grand Boulevard and Four Seasons Drive, the decision was made to begin engineering a complete neighborhood replacement for this area. In 2020 the Waterloo Water Works' Board of Trustees also made the decision to move forward with a new customer portal, partnering with WaterSmart, to continue the investment in customer service. This site had a "go-live" date in July 2021 and had over 5,000 account registrations through the end of the year.

The year 2021 also saw the Water Works continue to invest in source water protection and production. Well #22 has been tested, and as nitrate levels were shown to be well within normal ranges, the well pump and associated piping were replaced and the well was returned to normal production. Engineering was started to install a new variable frequency drive (VFD) unit and replace the process piping as well as install emergency backup generation for this site too. The Water Works is committed to providing high quality, low cost water to the citizens of Waterloo.

In 2022, the Waterloo Water Works plans to continue on an aggressive path to repair, replace, or upgrade critical system assets, while also planning for the future. Projects scheduled for major investments in 2022 include continuation of the annual water main replacement programs associated with City of Waterloo street reconstruction projects; completion and acceptance of the University Avenue Phase 1, Phase 2 and Phase 3; commencement of construction on the Park Avenue Bridge replacement; repainting the University Avenue water tower; replacement of water main along Grand Boulevard, Four Seasons Drive and Winter Ridge Road; preliminary design of the Heartland Hills neighborhood water main replacement; design, bidding and installation of an orthophosphate corrosion control project as mandated by the Iowa Department of Natural Resources and the Environmental Protection Agency; design for the Well 14 VFD and process piping project; and design for the reservoir spalling and pipe tunnel repair project.

The Waterloo Water Works is indebted to Board of Trustees' members Mary Potter, Scott Wienands and Thomas E. Wall, who continue to provide the guidance, support and leadership that this utility relies on as we serve the great customers of the City of Waterloo.

Respectfully submitted,

Chad Coon,
General Manager

TO THE BOARD OF WATER WORKS TRUSTEES

Mary H. Potter, Chair
Scott Wienands, Vice-Chair
Thomas E. Wall, Trustee

Members of the Board:

I herewith submit the following Operating Report of the Waterloo Water Works for the year ending December 31, 2021.

The following tables show selected revenue and expenditures for the year ending December 31, 2021 as compared with the year ending December 31, 2020. A full disclosure of the Waterloo Water Works' financial information can be obtained from the annual audit report. The following figures reflect audited amounts.

Revenue	Dec. 31, 2020		Dec. 31, 2021	
Metered Water-Net Rates	$10,256,236		$10,872,199	
Fire Protection	92,344		93,595	
Capital Contributions	7,818		30,304	
Billboard, Antenna & Farm Rent	183,411		184,990	
Interest Earned	114,888		59,664	
Other Revenue	886,203		978,853	
Total Revenue		$11,540,900		$ 12,219,605
Operating Expenses				
Salaries and Benefits	$3,576,697		$3,311,496	
Contractual Services	995,328		925,199	
Commodities	1,868,379		1,593,510	
Interest Expense	0		0	
Loss on Disposal of Capital Assets	(19,800)		(6,600)	
Depreciation	1,106,146		1,236,663	
Other Expenses	0		0	
Total Expenditures		$ 7,526,750		$ 7,060,268
Net Revenue		$ 4,014,150		$ 5,159,337
Total Assets		$55,864,496		$60,734,010
Total Liabilities		4,625,288		4,335,465
Total Net Assets		$51,239,208		$56,398,545
Tax Money Received		$ 0		$ 0
Bonded Indebtedness		$ 0		$ 0

The following amounts were expended for Capital Improvements and Extraordinary Items during the year ending December 31, 2021 as compared to the year ending December 31, 2020.

	Jan. 1, 2020 to Dec. 31, 2020	Jan. 1, 2021 to Dec. 31, 2021
Autos, Trucks and Distribution Vehicles & Equipment	42,660.10	68,122.95
Small Equipment for Distribution/Meter Dept.	6,572.75	5,638.30
Safety Equipment	362.00	0.00
Backflow Prevention Program	1,588.00	4,854.34
Misc. Water Main Extensions	83,651.77	20,420.00
Misc. Water Main Work as part of City Projects	3,255.00	0.00
Annual Water Main Replacement Programs	11,820.67	121,538.40
Pumping Station and Well House Improvements	110,536.40	82,627.16
SCADA, Radio and Sensor Improvements	36,118.74	12,459.80
Computer Equipment and Software	9,723.78	6,627.62
Customer Information System (CIS)	56,880.54	1,995.00
Water Works Office Reconfiguration & Remodel	57,210.36	424,038.03
Well No. 21 Electrical Improvements	6,227.50	0.00
Pump Station Maintenance & Stabilization	0.00	1,700.00
Leversee Rd. & Dunkerton Rd. Water Main Extension	28,328.65	676,983.77
Highway 63 Jefferson to Franklin Main Replacement	1,321,701.65	0.00
University Avenue Main Replacement	768,136.61	131,842.60
AMR/AMI Metering	487,043.27	267,397.37
NE Drive Water Main Extension	72,460.33	0.00
MLK Jr. Water Main Extension	7,507.00	940.00
Independence Ave. Water Main Extension	30,158.50	0.00
Hammond Avenue Highway 20 Crossing	387,171.00	0.00
SCADA and Sensor Upgrades	0.00	63,358.03
Park Avenue River Crossing Replacement	15,800.00	60,000.00
Well 22 VFD and Replacement Standby Power	0.00	6,689.00
Lost Island (Shaulis 20") Water Main Project	35,984.90	632,393.92
Hwy 20 Crossing (Kimball/ W. 4th)	0.00	648,238.45
Linden Water Tower Mid-life Refreshing	0.00	383,940.00
Replace overhead/walk-in doors to shop/garage	0.00	18,494.00
GIS-Mapping-CMMS-Doc. Mgmt.-Modeling	3,782.16	27,018.59
Preliminary Work on CMMS Project	1,729.16	9,135.00
(2020 amounts restated from previous report)	$3,686,381.80	$3,676,452.33

The following data is used to compute the comparative cost per 1,000 gallons pumped.

	2020	2021
Pumpage in Gallons	4,228,783,000	4,417,176,000
Operating Revenue	$10,348,580	$10,965,794
Non-Operating Revenue	1,192,320	1,253,811
Total Revenue	$11,540,900	$12,219,605
Salaries and Benefits	$3,576,697	$3,311,496
Contractual Services	995,328	925,199
Commodities	1,886,379	1,593,510
Depreciation	1,106,146	1,236,663
Interest Expense	0	0
Loss on Disposal of Capital Assets	(19,800)	(6,600)
Other Expenses	0	0
Total Expenses	$7,526,750	$7,060,268
Net Revenue	$4,014,150	$5,159,337

The following tabulation shows the revenue per 1,000 gallons pumped for the year ending December 31, 2021 as compared with the year ending December 31, 2020.

	Dec. 31, 2020	Dec. 31, 2021
Operating Revenue	2.4472	2.4825
Non-Operating Revenue	0.2820	0.2838
Total Revenue	2.7292	2.7663
Salaries and Benefits	0.8692	0.7497
Contractual Services	0.2354	0.2095
Commodities	0.4461	0.3608
Depreciation	0.2616	0.2800
Interest Expense	0.0000	0.0000
Loss on Disposal of Capital Assets	(0.0047)	(0.0015)
Other Expenses	0.0000	0.0000
Total Expense	1.8076	1.5984
Net Revenue	0.9216	1.1679

Distribution and Transmission

Distribution Department Manager — Ryan Manahl
Meter Room Manager — David Cunningham
Distribution Foreman — Ross Fagerlind

This department is responsible for construction, maintenance and customer service related to water mains, vehicles and metering.

Water Main Construction:

During the year ending December 31, 2021, ductile iron water main extensions were made as follows:

Location	Main Size	Number Feet	Funding Source
Byron Avenue	6"	148	Waterloo Water Works
Clark Street	6"	262	Paid by Developer
Total 6" Main		410	
Midway Drive	8"	448	Waterloo Water Works
Hyper Drive	8"	1,083	Waterloo Water Works
Prairie Meadow Estates Phase 3	8"	1,439	Paid by Developer
Audubon Heights 7th Addition	8"	1,751	Paid by Developer
Total 8" Main	8"	4,721	
MAIN FOOTAGE PAID BY WWW		1,679	
MAIN FOOTAGE PAID BY DEVELOPER		3,452	
TOTAL WATER MAIN INSTALLED		5,131	
MILES		**0.97**	

Water Main Replacement:

During the year ending December 31, 2021, the following ductile iron (unless indicated) water main replacement projects were completed as follows:

Location	Main Size	Number Feet	Funding Source
W. 4th Street/Hwy 20 Crossing, fusible PVC	12"	839	Waterloo Water Works
Kimball Avenue/Hwy 20 Crossing, fusible PVC	12"	1,180	Waterloo Water Works
E. Shaulis Road	20"	4,264	Waterloo Water Works
TOTAL WATER MAIN REPLACED		6,283	
MILES		**1.19**	

Pipe System Inventory:

The following table shows the total number of feet, number of miles and the percentage of different size ductile, cast iron, and PVC mains that comprise the water distribution system inside the Waterloo city limits, installed from 1886 to December 31, 2021.

Size of Pipe	Abandoned 2021 Ln. Ft.	Constructed 2021 Ln. Ft.	Net Gain 2021 Ln. Ft.	Total Number of Feet in System	Number of Miles	Percentage
4"	0	0	0	8,870	1.68	0.43
6"	4,600	4,317	-283	955,657	181.00	46.60
8"	3,116	4,859	1,743	329,307	62.37	15.97
10"	0	0	0	40,201	7.61	1.96
12"	4,552	8,518	3,966	509,733	96.54	24.65
14"	0	0	0	4,611	0.87	0.22
16"	160	0	-160	110,194	20.87	5.38
20"	4,492	4,264	-228	97,537	18.47	4.77
24"	0	0	0	469	0.09	0.02
TOTAL	16,920	21,958	5,038	2,056,579	389.50	100.00

Net Gain in 2021: 0.95 Miles

Kimball Avenue Rural Water System:

The following table shows the total number of feet, number of miles and the percentage of different size DR21 PVC pipe that comprises the Kimball Avenue rural water system as of December 31, 2021.

Size of Pipe	Total Number of Feet in System	Number of Miles	Percentage
2"	6,036	1.14	9.66
3"	17,492	3.31	27.98
4"	8,270	1.56	13.23
6"	30,717	5.82	49.14
TOTAL	62,515	11.84	100.00

The following table shows the number of feet of pipe of the different sizes in the flow and well lines now used to deliver water from the well field to the reservoirs.

Sizes of Pipe	Number of Feet
8"	580
10"	600
12"	1,348
16"	13,981
20"	10,378
24"	600
TOTAL	27,487

Valve Inventory:

Size	2"	4"	6"	8"	10"	12"	16"	20"	
Gained 2021 Waterloo System	0	0	45	11	0	28	0	7	
Total Valves in System	3	69	5,055	907	174	1,139	166	80	**7,593**

Valves in Flow & Well Lines as of December 31, 2021: 50

Hydrant Inventory:

Hydrants in Service January 1, 2021	**3,352**
Additions Due to New Main Construction	47
New Installation Cut-In	2
Hydrants Eliminated	28
Net Gain	21
Hydrants in Service December 31, 2021	**3,373**

Hydrant Maintenance:

Hydrants Repaired in Place	8
Hydrants Replaced	31
Hydrants Inspected and/or Flushed	2,474

	2020	2021
Broken Hydrants (typically hit by vehicles)	8	14
Frozen Hydrants	1	1
Frozen Mains	0	0
Ludlow Common Hydrants in System	0	0
Main Leaks Repaired (joint leak, pin hole)	8	1
Broken Mains (sheared, cracked, longitudinal)	49	81
Private Service Lines Leaks	127	110
Private Service Line Terminations	51	111

The Distribution Department operated and serviced hydrants and valves where required.

Vehicle Record:

Report of operation cost for the year ending December 31, 2021.

No.	Vehicle	2021 Mileage	Total Mileage	2021 Expense	2021 Depreciation	2021 Insurance	2021 Labor	2021 Total Cost	Cost Per Mile
1	2017 Ford Taurus	2,378	15,033	$ 394.86	$ 4,162.00	$ 644.40	$ 48.78	$ 5,250.04	$ 2.2078
2	2006 Chev. Malibu	1,615	95,082	$ 200.68	$ -	$ 268.50	$ -	$ 469.18	$ 0.2905
2	2021 Ford Escape	3,872	3,874	$ 425.78	$ 2,418.15	$ 375.90	$ -	$ 3,219.83	$ 0.8316
4	2020 Ford F150	4,007	8,799	$ 747.46	$ 4,746.60	$ 644.40	$ 97.56	$ 6,236.02	$ 1.5563
5	2009 Ford F150 PU	9,790	123,845	$ 3,731.12	$ -	$ 644.40	$ 219.51	$ 4,595.03	$ 0.4694
6	1995 Chev. S10 Pickup	1,566	123,590	$ -	$ -	$ 333.06	$ -	$ 333.06	$ 0.2127
6	2021 Dodge Ram	2,864	2,882	$ 806.81	$ 2,164.60	$ 466.34	$ -	$ 3,437.75	$ 1.2003
7	2019 RAM 1500 Classic	13,285	38,465	$ 3,800.88	$ 4,044.20	$ 644.40	$ 32.52	$ 8,522.00	$ 0.6415
8	2016 Ford F150 PU	7,858	59,849	$ 2,151.26	$ 2,767.44	$ 644.40	$ 32.52	$ 5,595.62	$ 0.7121
9	2013 Ford F350 Valve Exerciser	3,380	25,046	$ 3,456.80	$ -	$ 644.40	$ 390.24	$ 4,491.44	$ 1.3288
10	2020 Ford F150	10,974	17,466	$ 3,270.14	$ 4,265.20	$ 644.40	$ 81.30	$ 8,261.04	$ 0.7528
11	2007 Ford 3/4 PU	1,770	68,712	$ 1,659.86	$ -	$ 644.40	$ -	$ 2,304.26	$ 1.3018
12	2018 Dodge 3500	7,128	32,175	$ 4,834.01	$ 10,049.04	$ 644.40	$ 308.94	$ 15,836.39	$ 2.2217
14	2020 Ford F150	10,035	14,228	$ 2,219.66	$ 4,265.20	$ 644.40	$ -	$ 7,129.26	$ 0.7104
15	2012 Ford F150 Pickup	3,046	119,710	$ 1,012.14	$ -	$ 399.70	$ 48.78	$ 1,460.62	$ 0.4795
15	2021 Dodge Ram	4,371	4,386	$ 1,177.42	$ 2,164.60	$ 399.70	$ 32.52	$ 3,774.24	$ 0.8635
16	2013 Ford F150 PU	8,829	66,098	$ 2,449.55	$ -	$ 644.40	$ 65.04	$ 3,158.99	$ 0.3578
17	2018 Ford F150	13,676	53,418	$ 5,907.98	$ 4,940.00	$ 644.40	$ 81.30	$ 11,573.68	$ 0.8463
18	2018 Dodge Ram 3500	8,849	29,470	$ 6,673.03	$ 4,651.75	$ 644.46	$ 97.56	$ 12,066.80	$ 1.3636
19	2019 RAM 1500 Classic	9,452	28,920	$ 3,552.99	$ 4,324.20	$ 644.46	$ 178.86	$ 8,700.51	$ 0.9205
20	2016 John Deere Backhoe	837 Hrs.	4,126	$ 9,550.54	$ 12,071.70	$ 644.46	$ 357.72	$ 22,624.42	$ 27.0304
21	2020 Case 590 Super N	455 Hrs.	712	$ 4,867.85	$ 7,243.33	$ 644.46	$ 260.16	$ 13,015.80	$ 28.6062
22	2019 John Deere Utility Tractor	48 Hrs.	97	$ 298.16	$ 2,478.13	$ 644.46	$ -	$ 3,420.75	$ 69.8112
33	2003 Int. Dump Truck	5,047	97,414	$ 4,690.38	$ -	$ 644.46	$ 455.28	$ 5,790.12	$ 1.1472
34	2013 Freightliner Dump Truck	8,486	62,961	$ 8,569.30	$ 9,163.50	$ 644.46	$ 260.16	$ 18,637.42	$ 2.1963
38	1976 Int. Flat Bed Truck	-	22,455	$ -	$ -	$ 644.46	$ -	$ 644.46	$ -
	TOTAL	142,278		$ 76,448.66	$ 85,919.64	$ 15,131.68	$ 3,048.75	$ 180,548.73	
	TOTAL HOURS	1,340							

Meter Operations:	2020	2021
Meters in Service as of January 1	**26,221**	**26,442**
Meters Removed for Servicing	-344	-338
Meters Reset at Existing Accounts	466	432
Meters Set for New Accounts	99	65
Total Meters Set	565	497
Net Accounts Gain/Loss	221	159
Meters in Service as of December 31	**26,442**	**26,601**

Meter Repair Work:	2020	2021
Frozen – Base Replacement	23	83
Dead – Piston, Gear or Register Replacement	25	51
Junked Meters	203	171
Meters Removed from Vacated Residences	87	33
Leaky Meters – Bases Replaced	0	0
Miscellaneous Repairs	0	0
	338	338
Meters Challenged for Accuracy by Resident	0	0

Remote Readers in Service:

	2020 Connections	2021 Connections	Radio Read Meters
Waterloo System (Including meters not owned by the Waterloo Water Works)	28,027	28,000+	14,159
Kimball System	105	105	105
Washburn System	494	494	147
Raymond System	338	338	6
	28,964		14,417

Approximate non-remoted meters 5

WATER PRODUCTION

Water Production Manager — Travis Larson
Pumping Station Foreman — Gabe Smutz

During the year ending December 31, 2021, the water pumpage has decreased 0.35% from the previous year.

	2020	2021
Total Pumpage in Gallons	4,228,783,000	4,417,176,000
Daily Average	11,554,052	12,101,852
Lowest Day	December 25	December 25
Lowest Day Pumpage.	7,989,000	6,758,000
Highest Day	August 13	June 16
Highest Day Pumpage	17,020,000	17,695,000

The record of pumpage for the year ending December 31, 2020, as compared with the year ending December 31, 2021, is as follows:

	2020	2021
January	318,534,000	331,286,000
February	*296,042,000	320,561,000
March	318,851,000	352,532,000
April	299,053,000	338,843,000
May	330,039,000	373,843,000
June	384,901,000	**448,504,000
July	437,633,000	444,266,000
August	**457,697,000	434,989,000
September	370,793,000	380,227,000
October	352,285,000	355,299,000
November	329,356,000	318,628,000
December	333,599,000	*318,198,000
TOTAL GALLONS	4,228,783,000	4,417,176,000

* Indicates lowest month's pumpage.
** Indicates highest month's pumpage.

Consumption	Gallons	Percent
Registered on Customers' Meters	3,357,338,788	76.01
City Meters - Free Rate	163,844,333	3.71
Water loss from Reservoir (calculated)	166,131,000	3.76
Other Metered Sales	6,113,531	0.14
Unaccounted for Water Including the Following:	723,748,348	16.38
(Flushing water mains to prevent system freeze up, new main construction, routine flushing water mains, hydrant flushing and inspection, fire protection, street sweeping, pre-metered construction, sewer flushing, main leaks and service line leaks.)		100.00%

A record of the percent of accounted for water through customers' meters, city meters and calculated reservoir loss is as follows:

2015	2016	2017	2018	2020	2021
79.69%	79.86%	82.81%	88.60%	85.07%	83.62%

2021 Water Supply Analysis
Average of all Wells in the System
(Milligrams per Liter Unless Otherwise Noted)

The Waterloo Water Works conducts an extensive water quality monitoring program to confirm that the drinking water is always safe and always of the highest quality. The following are the results of the water quality program for 2021.

I. Analyte

The following results are based on representative samples from the distribution system.

Chemical	2019 Test	2020 Test	2021 Test	Maximum Allowable Limit
Total Trihalomethane (ppb)	10.7	15.3	16.0	80
Total Haloacetic Acids (ppb)	6.85	6.62	6.0	60
Fluoride (ppm)	0.68	0.71	0.71	4
Sodium (ppm)	16.9	16.9	14.0	NR
Chlorine (ppm)	1.00	1.03	1.00	4

II. Nitrates - MCL for nitrate is 10 mg/L

Well No.	Maximum Allowable Limit	2020 Average (ppm)	2021 Average (ppm)
Well Field 7-13	10	4.53	4.60
14	10	6.73	7.20
15/17	10	<1.0	<1.0
16	10	7.30	7.30
18	10	3.98	4.20
19	10	2.40	3.10
20	10	6.48	7.00
21	10	<1.0	<1.0
22	10	8.65	7.90

WATERLOO WATER WORKS
WATER ANALYSIS 2021

	Maximum Contaminant Level	Waterloo Water Analysis
INORGANIC CHEMISTRY		
pH Value	6.5-8.5	7.5
Spec. Conductance	-	581
Total Alkalinity mg/L	-	212 mg/L
Total Hardness mg/L	-	321 mg/L
grains per gallon		18.8 gpg
Silica mg/L		16.1 mg/L
Total Dissolved Solids mg/L		405 mg/L
Values below this point in mg/L or parts per million		
Magnesium		28
Sodium	-	14.6
Chloride	250.000	41
Sulfate	250.000	64
Ammonia (as N)		0.05
Total Organic Carbon		ND
Iron	0.300	0.02
Manganese		0.05
Antimony	0.006	ND
Arsenic	0.010	ND
Beryllium	0.004	ND
Barium	2.000	0.13
Cadmium	0.005	ND
Chromium	0.100	ND
Copper	1.300	0.164
Fluoride	4.000	0.71
Lead	0.015	0.003
Mercury	0.002	ND
Nickel	0.100	ND
Nitrate (as Nitrogen)	10.000	5.9
Nitrite (as Nitrogen)	1.000	0.10
Selenium	0.050	0.0019
Silver	0.005	ND
Thallium	0.002	ND
RADIONUCLIDES		
Gross Alpha	15 pCi/L	2.40 pCi/L
Radium 226	5 pCi/L	0.42 pCi/L
Radium 228	5 pCi/L	0.47 pCi/L
Combined Radium	5 pCi/L	<1.0 pCi/L

ND – Not Detected

	Maximum Contaminant Level	Waterloo Water Analysis
Values below this point in mg/L or parts per million		
VOLATILE ORGANIC		
Halo Acetic Acids	0.060	0.006
Trihalomethanes (THM)	0.080	0.016
1,1-Dichloroethylene	0.007	ND
1,2-Dichloroethane	0.005	ND
1,2-Dichloropropane	0.005	ND
1,2,4-Trichlorobenzene	0.070	ND
1,1,1-Trichloroethane	0.200	ND
1,1,2-Trichloroethane	0.005	ND
Benzene	0.005	ND
Carbon tetrachloride	0.005	ND
cis-1,2-Dichlroethylene	0.070	ND
Dichloromethane	0.005	ND
Ethylbenzene	0.700	ND
Monochlorobenzene	0.100	ND
1,2-Dichlorobenzene	0.600	ND
1,4-Dichlorobenzene	0.075	ND
Styrene	0.100	ND
Tetrachloroethylene	0.005	0.00094
Toluene	1.000	ND
trans 1,2-Dichloroethylene	0.100	ND
Trichloroethylene	0.005	ND
Vinyl Chloride	0.002	ND
Xylenes (Total)	10.00	ND
SYNTHETIC ORGANICS		
2.4-D	0.070	ND
2,4,5-TP (Silvex)	0.050	ND
Alachlor (Lasso)	0.002	ND
Aldicarb	0.003	ND
Aldicarb Sulfone	0.003	ND
Aldicarb Sulfoxide	0.004	ND
Atrazine	0.003	ND
Carbofuran	0.040	ND
Chlorodane	0.002	ND
Dalapon	0.200	ND
Dinoseb	0.007	ND
Diquat	0.020	ND
Endrin	0.002	ND
Endothall	0.100	ND
Lindane	0.0002	ND
Methoxychlor	0.040	ND
Oxamyl (Vydate)	0.200	ND

Service Outside City Limits:

The 2021 water consumption and revenue from the cities served are as follows:

City	Population	Number of Accounts	2021 Consumption (Gallons)	2021 Amount Billed
Hudson	2,490		68,654,432	$158,472.24
Elk Run Heights	1,137		23,749,748	$ 66,122.96
Kimball South Rural	250 (Est.)	107	9,247,524	$ 33,914.14
Raymond	785	336	12,717,803	$ 61,606.70
Washburn/B.H. County	1,155 (Est.)	474	19,150,707	$ 91,554.81

The Waterloo Water Works provides full service to Raymond, to the Kimball Avenue Rural System and to the Black Hawk County Rural Water System, including reading meters, billing, collection, and repair and maintenance of the water system. Hudson and Elk Run Heights use Waterloo as their source of supply and operate their own respective systems.

Water Production Operational Report 2021

The water operators collect and test over 80 bacteriological (coliform) samples per month throughout the distribution system. Additionally, more than 30 samples are collected and tested from the wells, water towers, individual residences, and special projects on a monthly basis. Over 1,200 bacteriological (coliform) samples were analyzed in 2021.

Water operators test for free and total chlorine at the pumping station, wells and at various locations in the distribution system daily. A chlorine residual of at least 0.3 mg/l must be maintained in the system to provide continuous disinfection of the drinking water to the consumer's tap. In addition, all source entry points have a real-time chlorine analyzer that are monitored by our operators to make sure that acceptable chlorine residuals are maintained at all times.

Fluoride is checked daily by samples from wells that are in operation. More than 240 fluoride samples per month are collected. Backup fluoride samples are also taken at designated sites surrounding the well houses. Keystone Laboratory checks one fluoride sample per month and the results are reported to the Iowa Department of Natural Resources.

Nitrates are checked daily from samples taken from wells that are in operation. More than 120 nitrate samples are collected each month. The Water Works sends in samples to Keystone Laboratories from wells on a monthly, quarterly, and yearly basis in accordance to our Public Water Supply Operation Permit. In addition, three source entry points have real-time nitrate analyzers that monitor the nitrate concentration throughout the distribution system.

The total number of coliform, chlorine, fluoride, nitrate, pH and other water quality analysis conducted by Water Works personnel amounts to over 12,000 tests per year.

Maintenance and Repair

Water Works buildings and facilities are inspected and maintained daily. Electrical systems, SCADA controls, roofs, pumps, standby diesel and natural gas engine generators, water lines and fencing are all repaired as needed to ensure the citizens of Waterloo an extremely reliable water system. The well grounds are maintained in such a way as to provide a park-like atmosphere. Mowing of grounds is contracted for 2020-2022.

Major maintenance and repairs for 2021 are as follows:

All Well Houses
-Continued routine maintenance and painting of buildings and piping

Pumping Station
-Installed new Cisco ASA5560 Firewall (SCADA)

Linden Tower
-Exterior Overcoat Project (Power Wash/Upgrades and Repairs/Painting)
-Rebuilt 30HP Century Electric Booster Pump Motor

University Tower
-Interior/Exterior Tower inspection (Dixon Engineering)

Kimball Tower
-Installed new 7' Black Ornamental and Chain Link Fencing and Gates

Well #12
-Installed new 12" SOVAL Flex Check Valve

Well #14
-Repaired/Replaced Bearings GE 250HP Electric Motor

Well #17
-Overhauled/Repaired 12" Sparling Flowmeter Insert

Well #18
-Overhauled/Repaired 16" McCrometer Flowmeter Insert

Well #22
-Removed test pumping equipment
-Televised well casing and screen
-Brushed Well Casing and Screen
-Bailed out debris from bottom of casing
-Installed new stainless steel line shaft and epoxy coated column pipe
-Installed new Gould's 14RH 3 stage epoxy coated pump

Free Service:

The following table shows the free water service rendered to the City of Waterloo at various metered locations.

	2020 Gallons	2020 Dollars	2021 Gallons	2021 Dollars
Cultural & Arts Commission	131,657	$ 546.84	180,281	$ 348.41
Young Ice Arena	4,328,977	12,132.87	6,816,998	18,379.38
Sportsplex	2,042,182	6,592.14	1,993,559	7,031.12
Mark's Park	0	257.16	3,298,909	8,266.32
Leisure Services	4,593,787	19,342.19	4,903,481	20,738.86
Golf Courses:				
South Hills	13,811,284	35,773.43	9,457,621	26,563.88
Gates Park	22,263,524	54,289.34	16,038,235	42,113.69
Byrnes Park/Irv Warren	13,202,370	34,257.16	5,229,632	16,495.39
Fire Department	5,504,167	16,521.20	906,639	5,749.91
Parking Ramps	127,917	585.87	256,582	975.24
Swimming Pools	2,924,883	10,642.25	3,844,987	13,103.24
Sewer Department	1,502,088	5,124.83	1,183,418	4,485.81
Library	118,940	1,034.61	128,665	1,093.68
Water Pollution Control	104,839,488	227,263.17	106,350,553	237,672.12
Yard Waste/Compost Site	13,465	3,588.00	17,953	3696.00
Convention Center	189,257	1,493.18	156,343	1,448.49
City Buildings	5,257,309	24,815.65	3,052,052	20,097.56
Airport	20,197	130.68	28,426	138.54
	180,871,492	$454,750.57	163,844,334	$428,397.64

Additional free water service was furnished unmetered to city departments for fire protection, sewer flushing, street cleaning and other purposes.

OFFICE

Office Manager — Carla Manahl

Billing: Only active accounts shown	Accounts		Amount Billed
Residential	24,112		$4,517,280.48
Commercial	2,629		$5,578,238.57
Industrial - John Deere	23		$ 504,681.92
Accounts – Waterloo	**26,764**	Subtotal	$10,600,200.97
Raymond	336		$ 61,606.70
Washburn	399		$ 73,400.59
Washburn Rural	75		$ 18,154.22
Kimball Project	107		$ 33,914.14
Accounts – Outside City	**917**	Subtotal	$187,075.65
Accounts – Grand Total	**27,681**		

Total Billed Water Sales (Unaudited) $10,787,276.62

Water Sales Other (By Invoice) $18,178.48

Fire Protection, Annual $98,279.88

3,786 Electronic Banking Customers

4,616 Final Bills

Personnel:	12/31/19	12/31/20	12/31/21
Admin & Office (Full-time)	12	11	12
Distribution & Meter Division	15	17	16
Pumping Station	6	7	7
	33	35	35

Plus temporary summer hydrant painting employees.

Waterloo Water Works also bills and collects sanitary sewer, storm sewer, garbage, yard waste and yard waste site maintenance billing for the City of Waterloo.

CITY OF WATERLOO

Council Communication

Motion to receive and place on file the 2021 Audit of the Waterloo Water Works.

City Council Meeting: 9/6/2022
Prepared: 8/24/2022

ATTACHMENTS:

Description	Type
2021 Audit Report	Backup Material

SUBJECT:	Motion to receive and place on file the 2021 Audit of the Waterloo Water Works.
Submitted by:	Submitted By: Chad Coon, General Manager Waterloo Water Works
Recommended Action:	Receive and place on file the 2021 Audit of the Waterloo Water Works.
Summary Statement:	The 2021 Audit of the Waterloo Water Works was received and filed by the Water Works' Board of Trustees at their regular meeting July 20, 2022.

Expenditure Required/Source of Funds: No City funds are required for this action.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/6/2022
Prepared:

SUBJECT:	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.
Submitted by:	Submitted By: Brock Weliver, Fire Marshal

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/6/2022
Prepared: 8/31/2022

ATTACHMENTS:

	Description	Type
🗋	Job Description	Backup Material
🗋	Personnel Requisition and Questionnaire	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Mayor Hart
Recommended Action:	Approve Recommendation
	Salary = $90,000 per year.
Summary Statement:	The start date for the Public Works Coordinator position was September 1, 2022. The conditional offer of employment for the Finance Manager position was accepted on August 31, 2022. The start date for the Finance Manager position is September 7, 2022.

CITY OF WATERLOO, IOWA

FINANCE MANAGER

DEPARTMENT	**:**	**FINANCE DEPARTMENT**
SALARY	**:**	**$90,000-$100,000**
FLSA	**:**	**EXEMPT**
CIVIL SERVICE	**:**	**EXCLUDED**
BARGAINING UNIT	**:**	**NON-BARGAINING**

GENERAL STATEMENT OF DUTIES

Professional assistant department director position responsible for assisting the Chief Financial Officer (CFO) in a variety of financial activities. Duties and responsibilities are performed under the general direction of the Chief Financial Officer but considerable leeway is granted for the exercise of independent judgement and initiative. May direct or supervise the work of financial analysts and department clerical staff.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

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

1. Acts as liaison for the external audit function including supervising external audit engagement, coordinating communications with CFO and auditors and preparing work papers for CFO and auditors' use in determining City's financial position.

2. Assists in preparing the City's comprehensive annual financial report and other assigned reports or analytical projects.

3. Assists in preparing and reporting items such as fiscal year-end accounts receivable, accounts payable, fixed assets records and physical inventories in accordance with Generally Accepted Accounting Principles (GAAP).

4. Assists in internal auditing and monitoring of various City accounting and financial activities in accordance with the requirements of State and Federal laws, regulations and policies, as well as the policies of the City Council.

5. Supervises accounts payable pre-audit function and performs pre-audit for certain payables, preparing month-end financial statements and reviewing monthly bank reconciliations.

6. Prepares month-end financial statements and monthly expenditure and revenue reports for all City departments and other reports for State and Federal governments as needed.

7. Assists in developing annual Citywide budget documents and recommendations and short and long-term budget objectives.

8. Performs work needed to implement GASB #34.

9. Provides assistance and advice to City officials and staff relating to finance questions.

10. Attends meetings such as City Council, budget review and staff meetings as required by CFO.

11. Prepares statistical tabulations, charts and graphs to illustrate financial planning objectives and fiscal situation.

12. Accesses information and conducts research as needed to analyze financial issues regarding municipal budgeting through the Internet and other financial vehicles.

13. Advises and responds to questions from elected officials, division managers, department directors, State and Federal agencies and the public regarding City budget and other financial matters.

14. Serves as back up for duties and activities performed by Chief Financial Officer and Financial Analysts.

15. May direct or supervise other Finance employees.

16. Communicates clearly and concisely orally and in writing.

17. Compiles reports, performs data entry and completes forms on personal computer, using the applicable software.

18. Works independently and with others with limited supervision.

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

20. Performs all work duties and activities in accordance with City, Finance Department and OSHA policies, procedures and safety rules.

21. Performs other related duties as assigned.

REQUIRED KNOWLEDGE & ABILITIES

1. Extensive knowledge of principles and practices of municipal accounting, including GASB statements, finance and budgeting.

2. Extensive knowledge of municipal investment practices, financial reporting systems and governmental accounting procedures.

3. Knowledge of computer technology and related financial software applications. Ability to enter and retrieve information on a personal computer and knowledge and skill with Microsoft applications including Word, Excel and Power Point; ability to learn specialized computer software, develop computer-generated reports and keep accurate, thorough and updated records.

4. Knowledge of the methods and techniques of preparing a fiscal year budget according to GAAP and State required reporting formats.

5. Ability to assist professional and clerical staff and function with independent judgment and skills to plan, organize and execute the City's auditing process.

6. Ability to review complex operating and financial statements and administrative reports, communicate this information to finance staff, elected officials, division managers, department directors, auditors and the public in a professional and easily understood manner and respond tactfully and concisely to related questions.

7. Ability to conduct research, analyze and interpret financial data.

8. Ability to analyze Federal and State laws as they apply to grants and government expenditures.

9. Ability to work under strict time constraints, deadlines and stressful conditions.

10. Ability to work independently and with others with minimum supervision and to direct or supervise the work of other employees.

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

ACCEPTABLE EXPERIENCE & TRAINING

1. Bachelor's Degree in finance or accounting from an accredited college or university with significant education, experience or training in governmental accounting. CPA preferred. Minimum three years closely related experience - i.e. municipal finance or accounting.

OR

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

3. If using City vehicle, must have Iowa Driver's License and good driving record based on the City of Waterloo driver performance criteria.

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 other employees, elected officials, Federal, State and other government subdivisions and agencies in person or by telephone.

2. Sufficient personal mobility that permits the employee to sit/stand at a desk for up to eight hours a day, operate a passenger vehicle safely, attend meetings in and out of City Hall and physically move from one City department or facility to another.

3. Sufficient vision and manual dexterity that permits the employee to operate a personal computer, handle files and perform other administrative responsibilities.

MISCELLANEOUS

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

2. Required to submit to and pass one or more interviews conducted by CFO and other City staff.

WORK SCHEDULE

Generally 8:00 a.m. to 5:00 p.m. Monday through Friday with one hour unpaid lunch. Must be available as needed outside these hours for department or City activities or meetings that require the attendance of the Finance Manager. May be significant extra work hours required during yearly audit and budget preparation.

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

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: Finance Manager Department: Finance

Reports To: Chief Financial Officer Work Location: City Hall Finance Department

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

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

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

****

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

☐ New Position or ☐ Replacement Position for: _____
(Specify name and title of former incumbent)

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

Date incumbent terminated employment: _____ Date of final payout: _____

Anticipated start date: ASAP No. of hours/week: 40 Work schedule: M-F 8:00 am to 5:00 pm

Justification of need for position: This position is critical to properly completing items needed for the annual financial audit, budget preparation, Mayor and council requests and other functions.

What are the likely consequences if the position is not filled? The Finance Department can't help the City grow without adequate qualified staffing.

APPROVALS

Annual salary requirements: 90,00 – 100,000 Hourly Rate: 43.27 to 48.08 Benefits: 34,898
(Payroll taxes, pension, health ins.- assuming family)

Is position budgeted for this and future FYs? ☐ Yes ☐ No If no, how will position be funded? Using savings from vacant Financial Analyst position.

Approved subject to the following conditions: _____

Michelle Weidner 5-13-22
Submitting Department Head Date

Mayor 5/13/22 Date

Michelle Weidner 5-13-22
Chief Financial Officer Date

Human Resources Director 5/13/22 Date

_____
Human Resources Committee Chairperson Date

Created 6/30/2017

PERSONNEL REQUISITION
Finance Manager

The following questions are provided as guidelines to assist you in developing your rationale for the position of Finance Manager in the Finance 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?

Please refer to job description.

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

I need another employee with more advanced knowledge and skills, preferably a CPA with governmental auditing experience. There is not enough time to for me to complete all the tasks that I have in a reasonable amount of time.

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

I have been working nights and weekends for a long time and am still unable to keep up. Existing staff has taken on some tasks, but we are not able to keep everything done.

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

Yes.

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

Again, we are not able to complete the work that needs to be done. I am concerned that we are going to start missing state deadlines, which may affect the city's ability to receive revenue. The city's ability to receive grants in the future could be impacted negatively because we aren't getting things done on time. This would also help with succession planning.

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

Filling the positions adequately will allow us to explore other revenue sources and ways to reduce expenses.

(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?

It's being completed by salaried personnel, but we cannot add 40 hours per week to our already full schedules.

(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.

When I was hired, there were 3.5 FTE employees in this department. At that time, the city paid the auditing firm an additional $20,000 - $25,000 per year to convert the city's cash basis accounting records to accrual. I don't have records of the hours spent, but it was significant. Since that time, the city adopted GASB 34, which is another set of adjusting entries to present the Statement of Net Position and Statement of Activities. Additional standards have been implemented since that time that require more hours of accounting time. The time and effort required for TIF reporting has grown exponentially. The use of the State Revolving Loan Fund for sewer project financing has added many hours of work. The volume of invoices processed has grown. These are just a few examples of the increase in workload that we've experienced. Two years ago, there were 30 televised budget meetings. Nearly all of them occurred after regular working hours. We are expected to work regular hours and cover those as well.

(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 may not be able to complete necessary audit preparation done in a timely manner. We will not be able to explore different ways of working on the budget. We'll continue to fall further behind.

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

We are all having difficulties getting time off, because we don't have enough staff to cover each other's responsibilities.

(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?

Yes, if you could find a firm that would do it. I believe doing that would cost the City likely 3 times as much. I don't think it's a practical solution.

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

For the City to continue to receive revenue, file the budget on time (to get tax revenue), file the audit on time (to be able to get future grants), it's critical to adequately fill Finance department positions. Everything we do has hard deadlines. We don't do many projects that can just be delayed for another year or two if we don't have time to get to them. Our department needs to be able to have time off for our health.

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

I think it's significant that continuing to improve/maintain our financial position is no longer specifically stated in the goals and objectives. I believe that's because we have good procedures in place and it's assumed that will continue. However, if we don't maintain adequate staffing that will change.

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

CITY OF WATERLOO, IOWA

FINANCE MANAGER

DEPARTMENT	:	**FINANCE DEPARTMENT**
SALARY	:	
FLSA	:	**EXEMPT**
CIVIL SERVICE	:	**EXCLUDED**
BARGAINING UNIT	:	**NON-BARGAINING**

GENERAL STATEMENT OF DUTIES

Professional assistant department director position responsible for assisting the Chief Financial Officer (CFO) in a variety of financial activities. Duties and responsibilities are performed under the general direction of the Chief Financial Officer but considerable leeway is granted for the exercise of independent judgement and initiative. May direct or supervise the work of financial analysts and department clerical staff.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

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

1. Acts as liaison for the external audit function including supervising external audit engagement, coordinating communications with CFO and auditors and preparing work papers for CFO and auditors' use in determining City's financial position.

2. Assists in preparing the City's comprehensive annual financial report and other assigned reports or analytical projects.

3. Assists in preparing and reporting items such as fiscal year-end accounts receivable, accounts payable, fixed assets records and physical inventories in accordance with Generally Accepted Accounting Principles (GAAP).

4. Assists in internal auditing and monitoring of various City accounting and financial activities in accordance with the requirements of State and Federal laws, regulations and policies, as well as the policies of the City Council.

5. Supervises accounts payable pre-audit function and performs pre-audit for certain payables, preparing month-end financial statements and reviewing monthly bank reconciliations.

6. Prepares month-end financial statements and monthly expenditure and revenue reports for all City departments and other reports for State and Federal governments as needed.

7. Assists in developing annual Citywide budget documents and recommendations and short and long-term budget objectives.

8. Performs work needed to implement GASB #34.

9. Provides assistance and advice to City officials and staff relating to finance questions.

10. Attends meetings such as City Council, budget review and staff meetings as required by CFO.

11. Prepares statistical tabulations, charts and graphs to illustrate financial planning objectives and fiscal situation.

12. Accesses information and conducts research as needed to analyze financial issues regarding municipal budgeting through the Internet and other financial vehicles.

13. Advises and responds to questions from elected officials, division managers, department directors, State and Federal agencies and the public regarding City budget and other financial matters.

14. Serves as back up for duties and activities performed by Chief Financial Officer and Financial Analysts.

15. May direct or supervise other Finance employees.

16. Communicates clearly and concisely orally and in writing.

17. Compiles reports, performs data entry and completes forms on personal computer, using the applicable software.

18. Works independently and with others with limited supervision.

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

20. Performs all work duties and activities in accordance with City, Finance Department and OSHA policies, procedures and safety rules.

21. Performs other related duties as assigned.

REQUIRED KNOWLEDGE & ABILITIES

1. Extensive knowledge of principles and practices of municipal accounting, including GASB statements, finance and budgeting.

2. Extensive knowledge of municipal investment practices, financial reporting systems and governmental accounting procedures.

3. Knowledge of computer technology and related financial software applications. Ability to enter and retrieve information on a personal computer and knowledge and skill with Microsoft applications including Word, Excel and Power Point; ability to learn specialized computer software, develop computer-generated reports and keep accurate, thorough and updated records.

4. Knowledge of the methods and techniques of preparing a fiscal year budget according to GAAP and State required reporting formats.

5. Ability to assist professional and clerical staff and function with independent judgment and skills to plan, organize and execute the City's auditing process.

6. Ability to review complex operating and financial statements and administrative reports, communicate this information to finance staff, elected officials, division managers, department directors, auditors and the public in a professional and easily understood manner and respond tactfully and concisely to related questions.

7. Ability to conduct research, analyze and interpret financial data.

8. Ability to analyze Federal and State laws as they apply to grants and government expenditures.

9. Ability to work under strict time constraints, deadlines and stressful conditions.

10. Ability to work independently and with others with minimum supervision and to direct or supervise the work of other employees.

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

ACCEPTABLE EXPERIENCE & TRAINING

1. Bachelor's Degree in finance or accounting from an accredited college or university with significant education, experience or training in governmental accounting. CPA preferred. Minimum three years closely related experience - i.e. municipal finance or accounting.

OR

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

3. If using City vehicle, must have Iowa Driver's License and good driving record based on the City of Waterloo driver performance criteria.

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 other employees, elected officials, Federal, State and other government subdivisions and agencies in person or by telephone.

2. Sufficient personal mobility that permits the employee to sit/stand at a desk for up to eight hours a day, operate a passenger vehicle safely, attend meetings in and out of City Hall and physically move from one City department or facility to another.

3. Sufficient vision and manual dexterity that permits the employee to operate a personal computer, handle files and perform other administrative responsibilities.

MISCELLANEOUS

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

2. Required to submit to and pass one or more interviews conducted by CFO and other City staff.

WORK SCHEDULE

Generally 8:00 a.m. to 5:00 p.m. Monday through Friday with one hour unpaid lunch. Must be available as needed outside these hours for department or City activities or meetings that require the attendance of the Finance Manager. May be significant extra work hours required during yearly audit and budget preparation.

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

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 9/6/2022
Prepared: 8/24/2022

SUBJECT:	Motion to receive and file proof of publication notice of public hearing. HOLD HEARING - No comments on file. Motion to close hearing and receive and file oral and written comments. Resolution adopting Proposed Resolution of Necessity, as proposed or amended. Resolution approving proposed construction of sidewalk improvements. Resolution to fix value of lots. Resolution to adopt proposed plat and schedule of assessments and estimate of costs.
Submitted by:	Submitted By: Oumie Ceesay, Associate Engineer
Implementation, Accountability, and Communication:	Property Owner Assessments

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 9/6/2022
Prepared: 8/24/2022

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING - No comments on file. Motion to close hearing and receive and file oral and written comments. Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed. Motion to receive, file and instruct City Clerk to read bids. Resolution approving award of bid to _____ 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.
Submitted by:	Submitted By: Oumie Ceesay, Associate Engineer

CITY OF WATERLOO

Council Communication

Not to Exceed $500,000.00 Sewer Revenue Capital Loan Notes (State of Iowa Revolving Loan Fund Sponsored Project Amendment)

City Council Meeting: 9/6/2022
Prepared: 8/24/2022

ATTACHMENTS:

Description	Type
Resolution as proposed	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing on the authorization of one or more Loan Disbursement Agreements and the issuance of Notes to evidence the obligation of the City thereunder. HOLD HEARING - No comments on file. Motion to close hearing and receive and file oral and written comments. Resolution instituting proceedings to take additional action for the issuance of not to exceed $500,000.00 Sewer Revenue Capital Loan Notes (State of Iowa Revolving Loan Fund Sponsored Project Amendment).
Submitted by:	Submitted By: Kelley Felchle, City Clerk
Recommended Action:	Approve amending the City's existing 2020B Sewer Revenue Capital Loan Note to authorize an SRF Sponsored Project.
Summary Statement:	The prior loan will be amended by adding additional principal necessary to complete the SRF Sponsored Project, but a the same time decreasing the interest rate such that principal and interest payments remain the same.

ITEMS TO INCLUDE ON AGENDA

CITY OF WATERLOO, IOWA

Not to Exceed $500,000 Sewer Revenue Capital Loan Notes (State of Iowa Revolving Fund Sponsored Project)

- Public hearing on the authorization of a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligation of the City thereunder.
- Resolution instituting proceedings to take additional action.

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

September 6, 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 _____ o'clock _____.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

_____

_____

Absent: _____

* * * * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed $500,000 Sewer Revenue Capital Loan Notes to evidence the obligations of the City under said Loan and Disbursement Agreement, in order to provide funds to pay costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with a Clean Water SRF Water Restoration Sponsored Project, which includes improvements to an existing bioswale in the Westdale subdivision and associated work, and that notice of the proposed action by the City Council to institute proceedings for the authorization of the Loan and Disbursement Agreement and the issuance of the Notes had been published pursuant to the provisions of Sections 384.24A and 384.83, as amended.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposal. The City Clerk advised the Mayor and the City Council that _____ written objections had been filed. The Mayor then called for oral objections to the proposal and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections
received or made, if any)

The City Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $500,000 SEWER REVENUE CAPITAL LOAN NOTES", and moved:

☐ that the Resolution be adopted.

☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings to the meeting to be held at _____ o'clock _____.M. on the _____ day of _____, 2022, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $500,000 SEWER REVENUE CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed $500,000 Sewer Revenue Capital Loan Notes to evidence the obligations of the City under said Loan and Disbursement Agreement, for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with a Clean Water SRF Water Restoration Sponsored Project, which includes improvements to an existing bioswale in the Westdale subdivision and

associated work, and has considered the extent of objections received from residents or property owners as to said proposal and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

Section 1. That this Council does hereby institute proceedings and takes additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority in the manner required by law of not to exceed $500,000 Sewer Revenue Capital Loan Notes for the foregoing Sponsored Project.

Section 2. That this Council does hereby consent to the terms and conditions of the SRF Loan Program, which terms and conditions and the disclosures provided with respect thereto are hereby acknowledged, accepted and approved.

Section 3. That the Clerk, with the assistance of the City Attorney and bond counsel, is hereby authorized and directed to proceed with the preparation of such documents and proceedings as shall be necessary to authorize the City's participation in the SRF Loan Program, to select a suitable date for final Council authorization of the required Loan and Disbursement Agreement and issuance of the Note to evidence the City's obligations thereunder, and to take such other actions as the Clerk shall deem necessary to permit the completion of a loan on a basis favorable to the City and acceptable to this Council.

Section 4. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that Sewer fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above loan agreement. The amounts so advanced shall be reimbursed from the proceeds of the Loan Agreement not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the loan amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 6th day of September, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned City Clerk of the City of Waterloo, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

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

_____
City Clerk, City of Waterloo, State of Iowa

(SEAL)

02091471-1\11310-151

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/6/2022
Prepared: 8/23/2022

ATTACHMENTS:

Description	Type
City Council Packet	Backup Material

SUBJECT: 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.

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

Recommended Action: Approval

The area is currently zoned "R-1,R-P" Planned Residence District and has been zoned since it was rezoned from "R-2" One and Two-Family Residence District on April 4, 2011. Surrounding land uses and their zoning:

North – Residential zoned "R-3" Multiple Residence District.
South – Residential zoned "R-2" One and Two-Family Residence District.
East – Residential and Multi-Family zoned "R-3" Multiple Residence District and "R-4" Multiple Residence District.
West – Residential and Irving Elementary School zoned "R-2" One and Two-Family Residence District.
The eastern portion of the property is located in the Dry Run Creek flood hazard area as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, 19013C0188F, dated July 18, 2011, and the Site Plan shows the Water Detention Pond located in this area and with no homes in that section.
There is a 36" sanitary sewer within W 7th Street and a 21" sanitary sewer within Allen Street. A 15" storm sewer is located within Pleasant Street.
There is a 6" water main located within W 7th Street and a 12" water main located within Williston Avenue. Water and sanitary sewer service connections to each lot are being proposed off of W 7th Street. Electric, Gas, and Communication lines are also shown within W 7th Street.

An underground waterway (Dry Run Arch) runs underneath Allen Street. It

Summary Statement:

takes stormwater from Bontrager and Liberty Parks and flows into the Cedar River under the 6th Street Bridge.
The Future Land Use Map (February 3, 2003) designates these sites as Parks, Open Spaces, and Schools. As this property was used as open space, however, the school was still using the field at the time the Future Land Use Map was created. The request would be in conformance with the goals and policies of the Comprehensive Plan. Also, the request would be in conformance with the policy to continue to support infill development in the community as an alternative to other types of urban expansion.The site is located within the Primary Growth Area, as shown on the Growth Area Map within the Comprehensive Plan.

The applicant is requesting an Encroachment Agreement to allow for a detention facility to extend 10 feet into the city-owned right-of-way of Allen Street. The land in question was formally part of Williston field but was dedicated as city right-of-way in order to expand the right-of-way of Allen Street to cover the entire road and the Dry Run Arch located beneath the road.

The engineering department has reviewed the request and has no concerns with the request.

The City Council approved the Final Plat of Williston Field Addition with resolution 2014-046 on January 21, 2014.
Leisure Services asked if the homeowners would be responsible for maintaining the detention basin, to which they will be responsible.
The Planning and Zoning Commission unanimously recommended approval for the request at their regular meeting on July 12, 2022

Therefore, the staff recommends that the request by Hawkeye Community College for an encroachment agreement to allow for a portion of a detention facility to extend 10' 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 be approved for the following reasons:

1. The site in question would appear to provide sufficient space to meet all required regulations, including setbacks, drainage, landscaping, screening, etc.
2. All necessary utilities already serve the proposed site plan amendment area with some extensions needed.
3. The site plan amendment area is a Planned District to allow for the orderly development of land and ensure to the citizenry and City of Waterloo that development will occur as planned and approved.

The request would not appear to have a negative impact on the neighborhood as the detention facility will partially be in an existing city-owned right-of-way but will not impact the use of the right-of-way.

The proposed encroachment agreement should not have a negative impact on traffic conditions in the area. The homes will have frontage along W 7th Street, which is classified as a Local Street.

Neighborhood Impact:	A sidewalk is located along the west side of W 7th Street, the north side of Pleasant Street, and the north and south sides of Williston Avenue. There are no sidewalks located along Allen Street. New sidewalks would be required along the east side of West 7th Street and the south side of Pleasant Street once homes are developed. There will be no screening required as part of the encroachment agreement Homes in the area were built between 1906 and 2021. There will be no screening required as part of the encroachment agreement.
Data/Analysis and Strategies:	Strategy 3.5: Continue to engage with local public partners to identify cost savings, streamline efforts, and improve efficiently in City operations and activities.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	The Westerly ten (10) feet of Tract "A" of Williston field Addition, City of Waterloo, Iowa.

REQUEST:	Request by Hawkeye Community College for an encroachment agreement to allow for a detention pond to extend 10' 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.
APPLICANT:	Hawkeye Community College, 1501 East Orange Road, Waterloo, IA 50704
GENERAL DESCRIPTION:	The applicant is requesting an encroachment agreement to allow for a portion of a detention basin to be on city-owned right-of-way.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request would not appear to have a negative impact on the neighborhood as the detention pond will utilize existing city-owned right-of-way that is currently not being used.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed encroachment agreement should not have a negative impact on traffic conditions in the area. The homes will have frontage along W 7th Street, which is classified as a Local Street. A sidewalk is located along the west side of W 7th Street, the north side of Pleasant Street, and the north and south sides of Williston Avenue. There are no sidewalks located along Allen Street. New sidewalks would be required along the east side of West 7th Street and the south side of Pleasant Street once homes are developed.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	The nearest trails are the US Highway 218 and 18th Street trails, which are located approximately 1 mile to the east.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area is currently zoned "R-1, R-P" Planned Residence District and has been zoned since it was rezoned from "R-2" One and Two-Family Residence District on April 4, 2011. Surrounding land uses and their zoning: **North** – Residential zoned "R-3" Multiple Residence District. **South** – Residential zoned "R-2" One and Two-Family Residence District. **East** – Residential and Multi-Family zoned "R-3" Multiple Residence District and "R-4" Multiple Residence District. **West** – Residential and Irving Elementary School zoned "R-2" One and Two-Family Residence District.
DEVELOPMENT HISTORY:	Homes in the area were built between 1906 and 2021.
BUFFERS/ SCREENING REQUIRED:	There will be no screening required as part of the encroachment agreement.

DRAINAGE:	The applicant will need to get a drainage plan approved through the Engineering Department.
FLOODPLAIN:	The eastern portion of the property is located in the Dry Run Creek flood hazard area as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, 19013C0188F, dated July 18, 2011, and the Site Plan shows the Water Detention Pond located in this area and with no homes in that section.
PUBLIC /OPEN SPACES/ SCHOOLS:	This property was previously owned by the City of Waterloo (and previously Waterloo Community Schools) as an open space area. Miller Park is located one block to the southwest.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC:	There is a 36” sanitary sewer within W 7th Street and a 21” sanitary sewer within Allen Street. A 15” storm sewer is located within Pleasant Street. There is a 6” water main located within W 7th Street and a 12” water main located within Williston Avenue. Water and sanitary sewer service connections to each lot are being proposed off of W 7th Street. Electric, Gas, and Communication lines are also shown within W 7th Street. An underground waterway (Dry Run Arch) runs underneath Allen Street. It takes stormwater from Bontrager and Liberty Parks and flows into the Cedar River under the 6th Street Bridge.
RELATIONSHIP TO COMPREHENSIVE LAND-USE PLAN:	The Future Land Use Map (February 3, 2003) designates these sites as Parks, Open Spaces, and Schools. As this property was used as open space, however, the school was still using the field at the time the Future Land Use Map was created. The request would be in conformance with the goals and policies of the Comprehensive Plan. Also, the request would be in conformance with the policy to continue to support infill development in the community as an alternative to other types of urban expansion. The site is located within the Primary Growth Area, as shown on the Growth Area Map within the Comprehensive Plan.
STAFF ANALYSIS – ZONING ORDINANCE:	The applicant is requesting an Encroachment Agreement to allow for a detention pond to extend 10 feet into the city-owned right-of-way of Allen Street. The land in question was formally part of Williston field but was dedicated as city right-of-way in order to expand the right-of-way of Allen Street to cover the entire road and the Dry Run Creek located beneath the road. The engineering department has reviewed the request and has no concerns with the request. The Planning and Zoning Commission recommended unamous approval for the request at their regular meeting on July 12, 2022.



Picture 1: Looking northwest from Allen Street toward location of detention pond.



Picture 2: Looking south along Allen Street and the proposed detention pond.

STAFF ANALYSIS – SUBDIVISION ORDINANCE:

The City Council approved the Final Plat of Williston Field Addition with resolution 2014-046 on January 21, 2014.

TECHNICAL REVIEW COMMITTEE

Leisure Services asked if the homeowners would be responsible for maintaining the detention basin, to which they will be responsible.

STAFF RECOMMENDATION:

Therefore, the staff recommends that the request by Hawkeye Community College for an encroachment agreement to allow for a portion of a detention pond to extend 10' 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 be approved for the following reasons:

1. The site in question would appear to provide sufficient space to meet all required regulations, including setbacks, drainage, landscaping, screening, etc.
2. All necessary utilities already serve the proposed site plan amendment area with some extensions needed.
3. The site plan amendment area is a Planned District to allow for the orderly development of land and ensure to the citizenry and City of Waterloo that development will occur as planned and approved.

And subject to the following condition(s):

1. A signed and executed Encroachment Agreement.

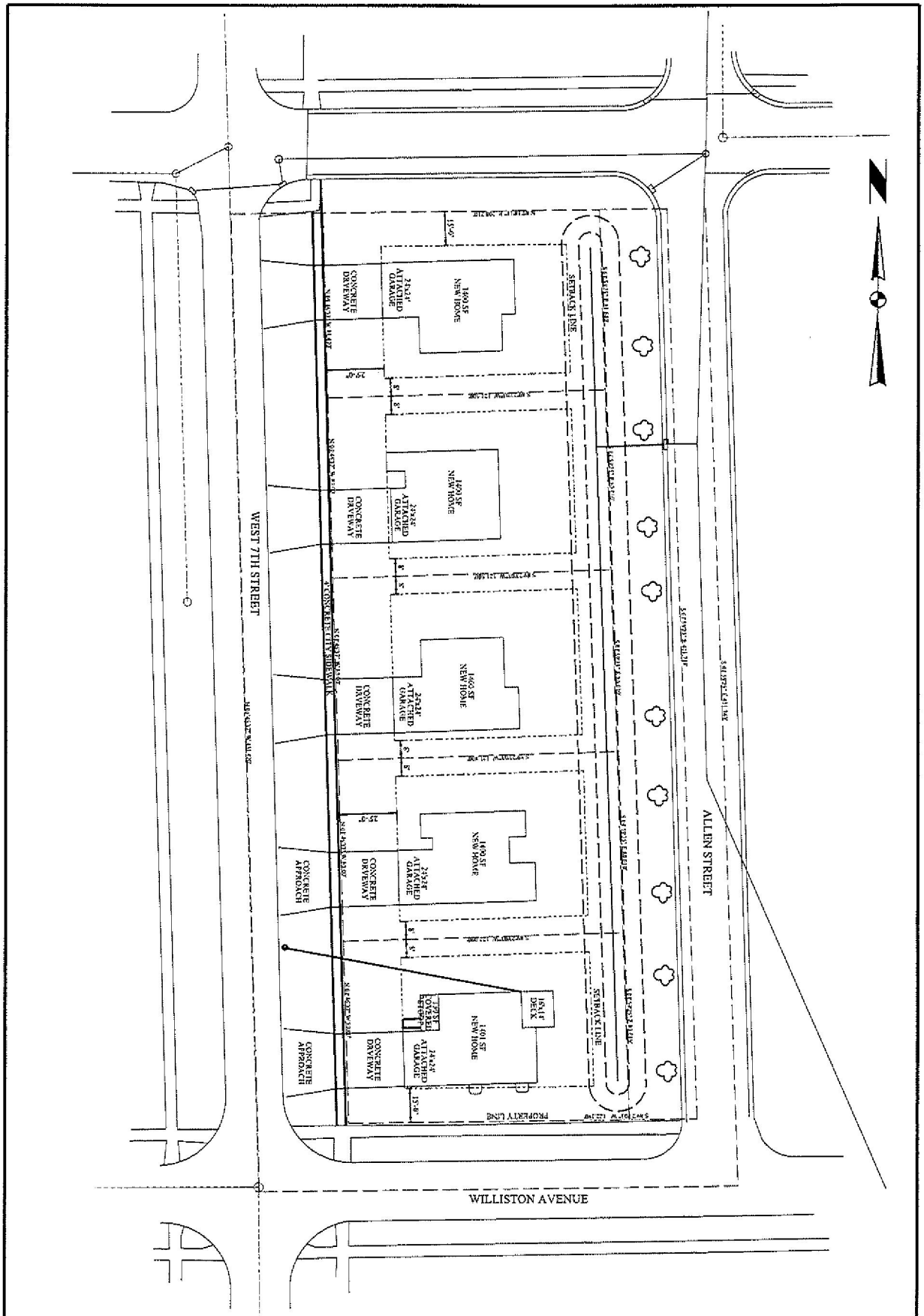
City of Waterloo City Council
September 6, 2022



N
W E
S

Waterloo Iowa

East of 1202 West 7th Street
Enroachment Agreement
Hawkeye Community College



DATE	REVISION
6/22	ADDED SIZES

Design By:
Drawn By:
Checked By:

ROBINSON ENGINEERING COMPANY
819 Second Street NE
Independence, Iowa 50644
319-334-7211

WILLISTON FIELD ADDITION

Overall Site Layout

SHEET 1 of 1
JOB NO. 4132.22

ENCROACHMENT AGREEMENT

Prepared by: Seth Hyberger, 715 Mulberry Street, Waterloo, Iowa 50703 (319) 291-4366

THIS ENCROACHMENT AGREEMENT is entered into by and between Hawkeye Community College, hereinafter "Hawkeye", and the City of Waterloo, Iowa, hereinafter "City" this _ day of _ 2022.

WHEREAS, Hawkeye is the owner of real estate commonly known as Williston Field, Waterloo, Iowa and legally described as Lots 1-5 of Williston Fields Addition, City of Waterloo, Black Hawk County, Iowa, hereinafter "Hawkeye Property"; and

WHEREAS, Hawkeye is proposing to build and maintain a drainage facility on a portion of City owned right-of-way of Allen Street, hereinafter "Encroachment" that will encroach into City right-of-way; and

WHEREAS, for the benefit of Hawkeye Property, Hawkeye is requesting to allow said Encroachment within a portion of said City right-or-way legally described as: The Westerly ten (10) feet of Tract "A" of Williston Field Addition, City of Waterloo, Iowa.

WHEREAS, the City is willing to allow said Encroachment into said City Right-of-Way as described above (hereinafter the "Encroachment Area"), subject to the following agreement regarding each party's rights.

THEREFOR IT IS HEARBY AGREED by and between the parties as follows.

1. Hawkeye hereby recognizes and reaffirms, said city right-of-way, and claims no rights or privileges therein except to the limited extent provided for in this agreement.

2. The City grants Hawkeye the right to place and maintain said Encroachment in said Encroachment Area, subject to the rights of the City and/or any agency to which the City has granted a utility franchise or right-of-way License Agreement to and for access over, under and upon said Encroachment Area, expressly recognizing and acknowledging that any damage that occurs to said Encroachment will be the sole risk and expense of Hawkeye and all successors or assigns, including moving or replacement expenses. In the event that the City and/or any agency to which the City has granted a utility franchise or right-of-way License Agreement needs the Encroachment to be temporarily moved for access to said Encroachment Area, Hawkeye and all successors or assign shall move said improvements in the Encroachment Area if present and able, otherwise the City of Waterloo and/or any agency to which the City has granted a utility franchise or right-of-way License Agreement shall be authorized to move said Encroachment and assess any costs for moving against Hawkeye or any successors or assigns, or against Hawkeye Propriety.

3. The term of this agreement shall be for so long as said Encroachment is maintained by Hawkeye, or any successors or assigns, and said Encroachment continues to exist, and that this agreement shall automatically terminate if said Encroachment is removed (other than for temporary removal during replacement or repair). It is understood and agreed that this Agreement is appurtenant to the Hawkeye Property and runs with the land.

4. Hawkeye, and all successors and assigns shall protect, defend, indemnify, and hold harmless the City and its successors and assigns, and its officers, elected officials, employees, and agents, and any agency to which the City has granted a utility franchise or right-of-way License Agreement from any claim, damages, liability and expenses (including, but not limited to, reasonable attorney's fees and costs of litigation) arising out of the use, maintenance, or removal of said Encroachment. This covenant shall survive the termination of this Agreement.

5. This is the entire agreement between the parties with respect to the subject matter hereof. It may be amended only in a written instrument signed by the parties. This agreement is binding upon parties and their respective transferees, successors, heirs, and assigns. Time is of the essence in observing the terms of this agreement.

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

Hawkeye Community College
By: Dr. Todd Holcomb
Its: President

City of Waterloo

By: Quentin Hart
Its: Mayor

Attest:

Kelly Felchle, City Clerk

STATE OF IOWA)
COUNTY OF BLACK HAWK) SS.

On this 15th day of August, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dr. Todd Holcomb to me known to be the identical persons named herein and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
ANNETTE STAPLES
COMMISSION NO. 820616
MY COMMISSION EXPIRES
OCTOBER 11, 2022

Notary Public

STATE OF IOWA)
COUNTY OF BLACK HAWK) SS.

This instrument was acknowledged before me on this ____ day of _____ 2022, by Quentin Hart and Kelly Felchle as Mayor and City Clerk, respectively, of the City of Waterloo.

Notary Public

City of Waterloo Planning & Zoning Department
715 Mulberry Street, Waterloo, Iowa 50703
(319) 291-4366

- ☐ **Offer to Vacate and Purchase City Right-of-Way**
- ☒ **Request to Vacate Easement, Vacate Sidewalk, or Encroachment Agreement**
- ☐ **Sale of City-Owned Property**

Applicant: HawReye CC Address: 1501 E Orang Road Waterloo, IA Phone No.: 319-296-2320

Email:

General Description of Property to Vacated (i.e.- alley between A St. & B St., South of C St.):

E of 1202 W 7th Street

Legal description of area to be conveyed, vacated, or encroached:

The Westerly ten (10) feet of Tract "A" of Williston Field Addition, City of Waterloo, IA

1. **A non-refundable filing fee(s)** shall be made as follows (checks payable to City of Waterloo):
   - Right-of-way vacation – One Hundred Seventy Five Dollar ($175.00) Filing Fee
   - Easement or sidewalk vacation – Seventy Five Dollar ($75.00) Filing Fee
   - Encroachment – One Hundred Dollar ($100.00) Filling Fee
   - Sale of city-owned property not required to be vacated – No Fee
   - Any request not meeting the Sale of Property Policy – One Hundred Dollar ($100.00) Fee
2. **Offer Price***[Note: If the offer price meets the Sale of Property Policy (see attached) the request will not be required to be reviewed by the Building & Grounds Committee.]
   - Asking price (see attached Sale of Property Policy for how calculated): _____
   - Deductions
     - May decrease price by 50% for area located within an easement: _____
     - May decrease price for the City tax that will be collected on the land within 5 yrs (8 yrs inside of the CURA): _____
     - Costs (surveying & misc., demolition, remove of curbs, etc): _____

   Asking price – Deductions = Value of Property: _____

   Offer Price for Entire Area: $100.00

Note: The above information is a summary of the Sale of Property Policy (see attached). All requests to vacate and purchase City right-of-way must be accompanied by a signed "Intent to Vacate" form for each abutting property to the area to be vacated. Any request that fails to meet the Sale of Property Policy shall not be forwarded to the Building and Grounds Committee or City Council. Any such applicant shall need to request review to Building and Grounds through a City Council member.

3. **Publication and Recording Fees***: At the time a buyer(s) has been selected, all publication costs and recording fees must be paid by the applicant. Applicant shall be responsible for collecting from other buyers.
4. **Easement***: The following easement shall be retained:

   _____

5. **Other**: Please provide a site plan and/or aerial photo of the area to be vacated if the request involves additional construction as the reason for the request.

[signature]	Craig Clark	8-3-22
Applicant	Print Name	Date

*Not required for easement vacates sidewalk vacates or Encroachment Agreements

CITY OF WATERLOO

Council Communication

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 Leversee Road.

City Council Meeting: 9/6/2022
Prepared: 8/24/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material
Legal Description	Backup Material
Engineering Letter	Backup Material

SUBJECT:	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 Leversee Road.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	The Planning and Zoning Commission unanimously recommended approval of the Preliminary and Final Plat request at their special meeting on August 18, 2022. Therefore, staff recommends that the 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 Leversee Road, be approved for the following reasons: 1. The plat would not appear to have a negative impact on the surrounding area. 2. The plat would not appear to have a negative impact on traffic conditions in the area. 3. The plat will create additional development lots..
Summary Statement:	The applicant is requesting to subdivide for the development of 8 industrial lots, east of Leversee Road. The area in question has been zoned "M-2,P" Planned Industrial District since June 7, 2010, when the land was rezoned from "A-1" Agricultural District. Surrounding land uses and their zoning designations are as follows: North – Vacant Land, zoned "M-2,P" Planned Industrial District. South – Vacant Land and Airport, zoned "M-2,P" Planned Industrial District. East – Vacant Land and Airport, zoned "M-2,P" Planned Industrial District.

West – Residential and vacant land in the City of Cedar Falls

The applicant is requesting to develop 8 lots for industrial uses at the corner of the Leversee Road and Warp Drive. The size of the lots range in size from 1.24 acres to 5.15 acres, with an average lot size of 2.58 acres. Each property shows at least one 30' drainage easement.

The submitted preliminary plat appears to meet the guidelines as put forth by the Subdivision Ordinance.

The request for the preliminary plat would not appear to have a negative impact upon the surrounding area. It would appear that the proposed industrial uses would blend well with the surrounding area.

Neighborhood Impact: The proposed plat would not appear to have a negative impact upon on the surrounding traffic conditions in the area. The proposed development would be served by Warp Drive, which is classified as a collector street and Leversee Road, which is classified as a local street. There are not sidewalks in the immediate vicinity.

Data/Analysis and Strategies: Subdivision Ordinance

Expenditure Required/Source of Funds: None

Legal Descriptions:

Waterloo Air and Rail Park 3rd Addition Description

Waterloo Air and Rail Park 3rd Addition, being a replat of Tract B of Waterloo Air and Rail Park 1st Addition and part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 32, Township 90 North (T90N), Range 13 West (R13W) of the 5th Principal Meridian, City of Waterloo, Black Hawk County, State of Iowa, and being more particularly described as follows:
Beginning at the Southwest Corner of said Tract B, Waterloo Air and Rail Park 1st Addition; thence North 01°23'05" West 682.62 feet (North 01°23'06" West 683.65 per Waterloo Air and Rail Park 1st Addition plat) along the west line of said Tract "B" to the north line of Southwest Quarter (SW 1/4) of Section 32; thence North 01°21'26" West 656.20 feet (North 01°21'26" West 655.19 feet per said 1st Addition plat) to the northwest corner of Tract "B"; thence South 52°57'23" East 1,314.02 feet (South 52°57'33" East 1,314.05 feet per said 1st Addition plat) along the north line of Tract "B", being a line 1,002.0 feet southwesterly of and parallel with the centerline of Waterloo Regional Airport Runway 12/30 to the northeast corner of said Tract "B"; thence continuing South 52°57'33" East 151.00 feet along a line that is 1,002.0 feet southwesterly of and parallel with the centerline of Waterloo Regional Airport Runway 12/30; thence South 00°19'52" East 528.39 feet along a line that is 120.0 feet normally distant to and parallel with the east line of said Tract "B" to a line that is 420.0 feet normally distant to and parallel with the aforesaid line that is 1,002.0 feet southwesterly of and parallel with the centerline of Waterloo Regional Airport Runway 12/30; thence South 37°02'17" West 60.00 feet perpendicular to the said runway centerline offset line; thence North 52°57'33" West 15.63 feet

along a line that is 480.0 feet normally distant to and parallel with the aforesaid line that is 1,002.0 feet southwesterly of and parallel with the centerline of Waterloo Regional Airport Runway 12/30 to the point of tangency of the easterly continuation of the curve at the east end of Warp Drive as depicted on the aforesaid 1st Addition plat; thence northwesterly 82.04 feet along a curve concave southwesterly with a platted radius of 303.0 feet and having a long chord of 81.79 feet bearing North 60°37'31" West to the northeast corner of Lot 3, Waterloo Air and Rail Park 1st Addition; thence North 00°23'45" West 63.81 feet (North 00°20'23" West 63.81 feet per said 1st Addition plat) to the southeast corner of said Tract "B"; thence westerly 116.62 feet along a curve concave southerly with a platted radius of 363.0 feet and having a long chord of 116.21 feet bearing North 81°25'24" West to the point of tangency; thence South 89°21'08" West 905.30 feet (South 89°21'21" West 905.29 feet per said 1st Addition Plat) along the south line of said Tract "B" to the point of beginning containing 23.78 acres.

REQUEST:	Request by the City of Waterloo for the preliminary and final plat of Waterloo Air and Rail Park 3rd Addition a replat of Tract B of Waterloo Air and Rail Park 1st Addition in the “M-2,P” Planned Industrial District located north and east of 2510 Leversee Road.
APPLICANT:	City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703
GENERAL DESCRIPTION:	The applicant is requesting to subdivide for the development of 8 industrial lots, east of Leversee Road.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request for the preliminary and final plat would not appear to have a negative impact upon the surrounding area. It would appear that the proposed industrial uses would blend well with the surrounding area.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed plat would not appear to have a negative impact upon on the surrounding traffic conditions in the area. The proposed development would be served by Warp Drive, which is classified as a collector street and Leversee Road, which is classified as a local street. There are not sidewalks in the immediate vicinity.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN:	There are no trails or sidewalks in the immediate project area.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area in question has been zoned “M-2,P” Planned Industrial District since June 7, 2010, when the land was rezoned from “A-1” Agricultural District. Surrounding land uses and their zoning designations are as follows: **North** – Vacant Land, zoned “M-2,P” Planned Industrial District. **South** – Vacant Land and Airport, zoned “M-2,P” Planned Industrial District. **East** – Vacant Land and Airport, zoned “M-2,P” Planned Industrial District. **West** – Residential and vacant land in the City of Cedar Falls
DEVELOPMENT HISTORY:	The surrounding area is vacant land to the north, south and east. The homes to the west in the City of Cedar Falls were built between the 1930’s and 1980’s.
BUFFERS/ SCREENING REQUIRED:	No buffers would be required as a part of this plat request.
DRAINAGE:	It will be necessary that a storm water detention plan is submitted, as well as a SWPPP to the Engineering Department for review and approval. The proposed request would not appear to have a negative impact upon drainage in the area if proper storm water detention techniques are put in place for the two proposed drainage ponds. There are 30’ drainage easements located between the lots throughout the development.

FLOODPLAIN:	No portion of the property is located within a floodplain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0188F, dated July 18, 2011.
PUBLIC /OPEN SPACES/ SCHOOLS:	No schools are located within the vicinity of the site. Big Woods Lake recreation area is located ½ mile to the west of the site. There are no parks in the immediate vicinity.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC	There is a 12” water line located along the east side of Leversee Road and an 8” water line along the north side of Warp Drive, a 12” Sanitary Sewer line located underneath Warp Drive and on the east side of Leversee Road, and a 24” Storm Sewer along the south side of Warp Drive.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as *Industrial.* The proposed site plan amendment would be in conformance with the Comprehensive Plan and Future Land Use Map for this area.
STAFF ANALYSIS – ZONING ORDINANCE:	The applicant is requesting to develop 8 lots for industrial uses at the corner of the Leversee Road and Warp Drive. The size of the lots range in size from 1.24 acres to 5.15 acres, with an average lot size of 2.58 acres. Each property shows at least one 30’ drainage easement. The preliminary plat contains: a) Legal Description b) Property Lines – Dimensions c) Date; North Arrow; Scale and Owner d) Sanitary sewer location e) Size of individual lots f) Street names. The final plat contains legal description, property line dimensions, date, adjoining subdivisions, easements, right-of-way widths, and proper land sequence. A deed of dedication and engineer’s certificate of survey will need to be submitted.
TECHNICAL REVIEW COMMITTEE	There were no concerns expressed at Tech Review.
STAFF ANALYSIS – SUBDIVISION ORDINANCE:	The submitted final plat appears to meet the guidelines as put forth by the Subdivision Ordinance.



Picture 1: Looking northwest from Warp Drive to the area to be platted.



Picture 2: Looking southeast from Leversee Road to the area to be platted.

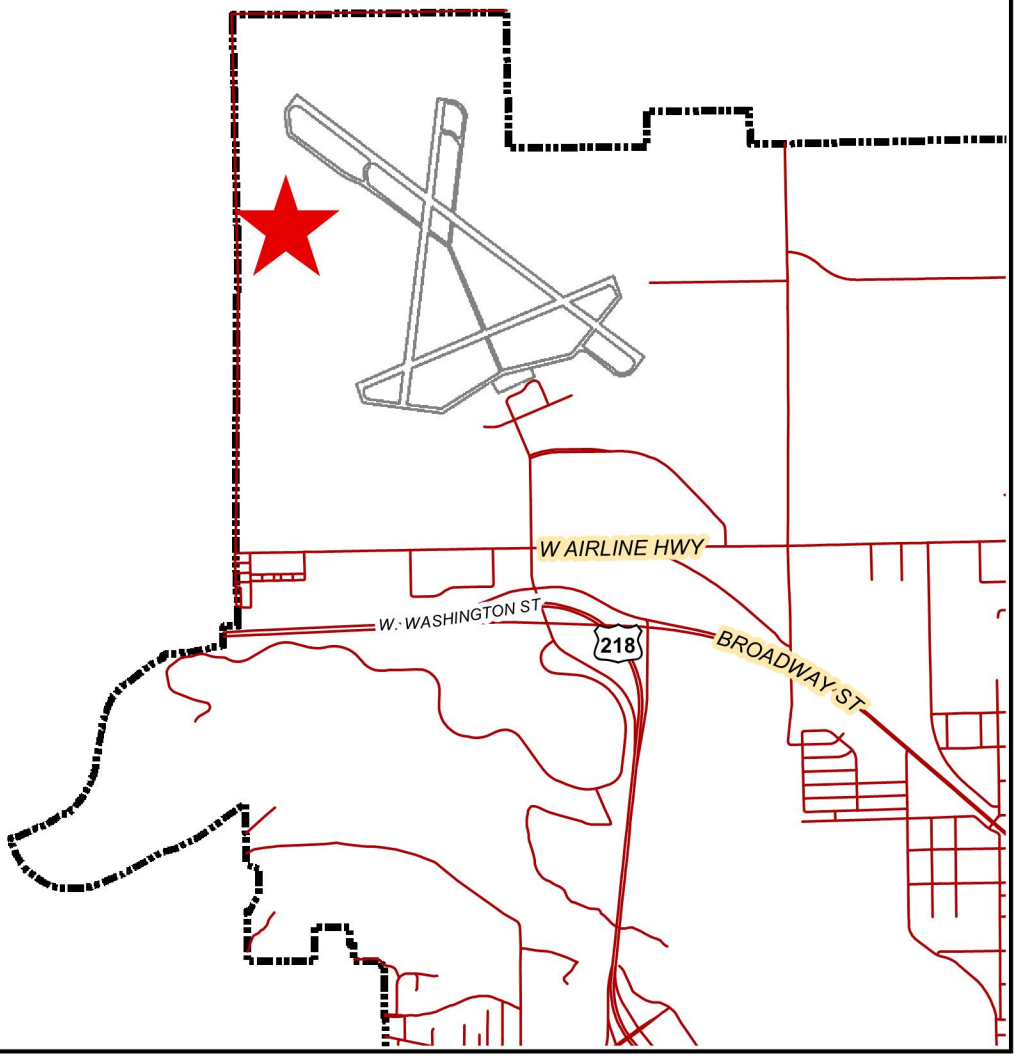
STAFF RECOMMENDATION:

Therefore, staff recommends that the request by the City of Waterloo for the preliminary and final plat of Waterloo Air and Rail Park 3rd Addition a replat of Tract B of Waterloo Air and Rail Park 1st Addition in the “M-2,P” Planned Industrial District located north and east of 2510 Leversee Road, be approved for the following reasons:

1. The plat would not appear to have a negative impact on the surrounding area.
2. The plat would not appear to have a negative impact on traffic conditions in the area.
3. The plat will create additional development lots.

And with the following conditions (s):

1. That a deed of dedication is submitted prior to the final plat being sent to the City Council.



N
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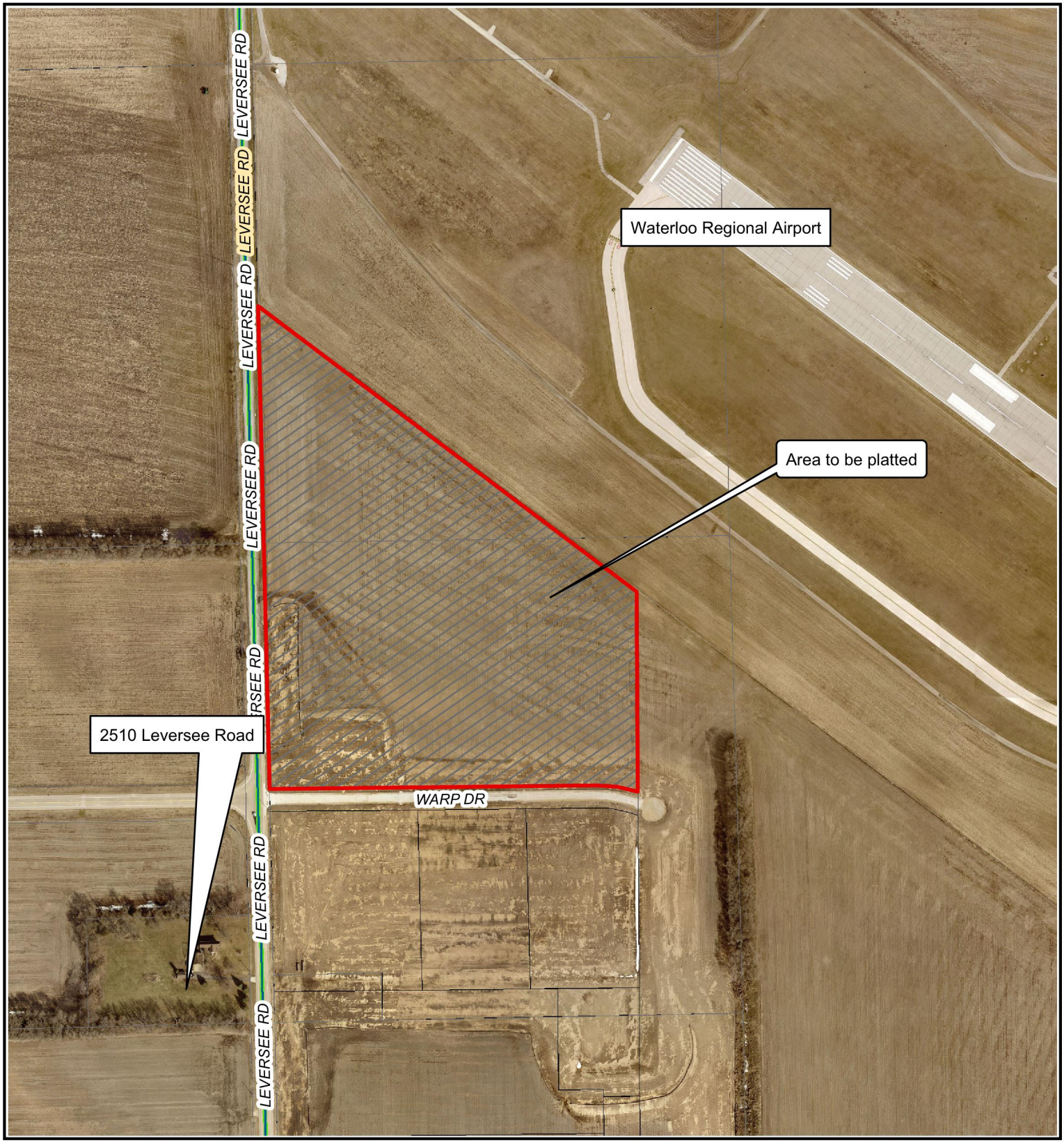
1,000 500 0 1,000
Feet

Waterloo Iowa

North and East of 2510 Leversee Road
Preliminary and Final Plat
City of Waterloo

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



N
W E
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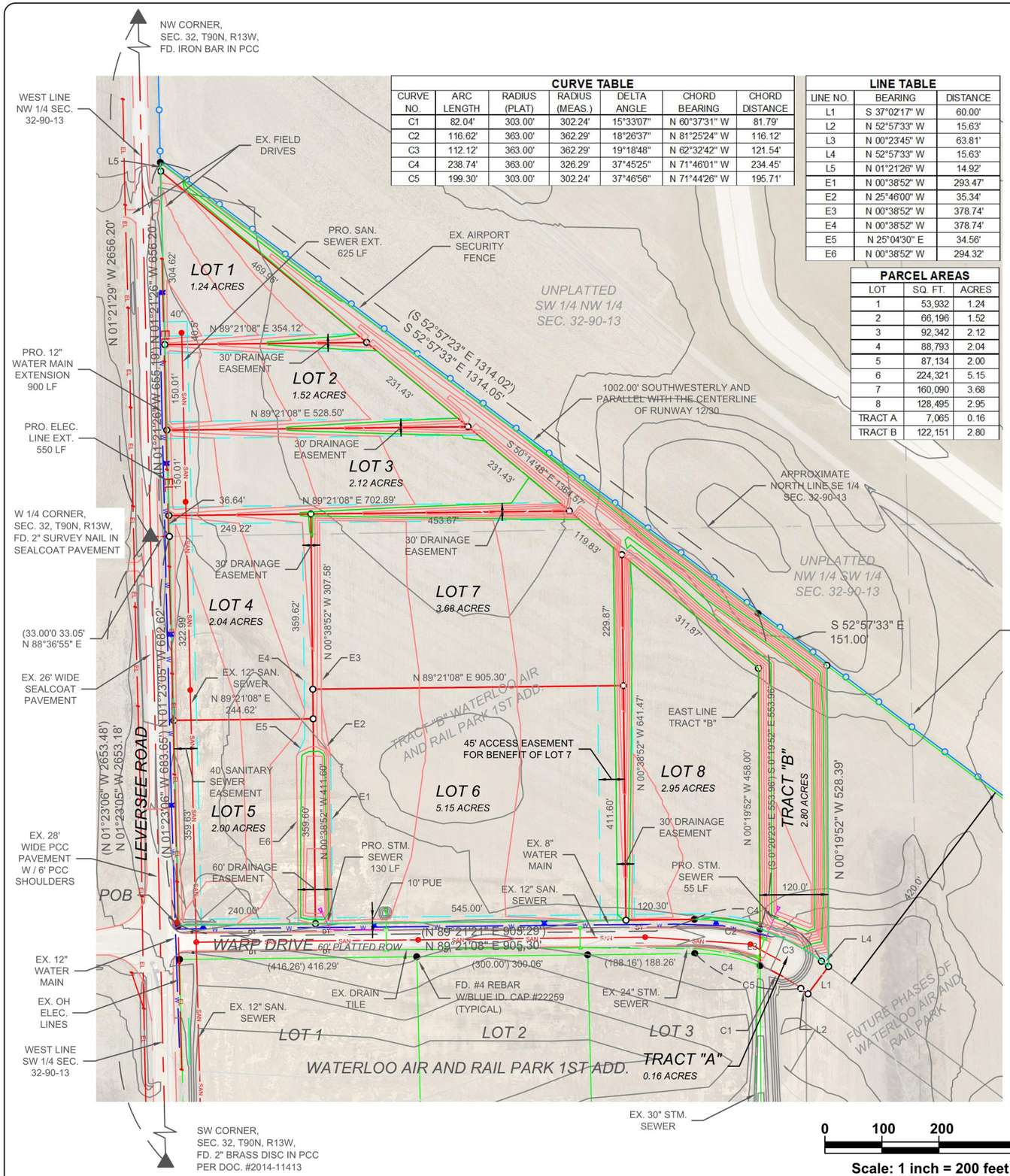
Waterloo Iowa

North and East of 2510 Leversee Road
Preliminary and Final Plat
City of Waterloo

250 125 0 250
Feet



CURVE TABLE						
CURVE NO.	ARC LENGTH	RADIUS (PLAT)	RADIUS (MEAS.)	DELTA ANGLE	CHORD BEARING	CHORD DISTANCE
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C3	112.12'	363.00'	362.29'	19°18'48"	N 62°32'42" W	121.54'
C4	238.74'	363.00'	326.29'	37°45'25"	N 71°46'01" W	234.45'
C5	199.30'	303.00'	302.24'	37°46'56"	N 71°44'26" W	195.71'

LINE TABLE		
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L2	N 52°57'33" W	15.63'
L3	N 00°23'45" W	63.81'
L4	N 52°57'33" W	15.63'
L5	N 01°21'26" W	14.92'
E1	N 00°38'52" W	293.47'
E2	N 25°46'00" W	35.34'
E3	N 00°38'52" W	378.74'
E4	N 00°38'52" W	378.74'
E5	N 25°04'30" E	34.56'
E6	N 00°38'52" W	294.32'

PARCEL AREAS		
LOT	SQ. FT.	ACRES
1	53,932	1.24
2	66,196	1.52
3	92,342	2.12
4	88,793	2.04
5	87,134	2.00
6	224,321	5.15
7	160,090	3.68
8	128,495	2.95
TRACT A	7,065	0.16
TRACT B	122,151	2.80

PRELIMINARY PLAT

WATERLOO AIR AND RAIL PARK 3RD ADDITION

A REPLAT OF TRACT B, WATERLOO AIR AND RAIL PARK 1ST ADDITION, AND A PORTION OF THE NW 1/4 OF THE SW 1/4, SEC. 32, T90N, R13W, CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA

Waterloo Air and Rail Park 3rd Addition, being a replat of Tract B of Waterloo Air and Park 1st Addition and part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 32, Township 90 North (T90N), Range 13 West (R13W) of the 5th Principal Meridian, City of Waterloo, Black Hawk County, State of Iowa, and being more particularly described as follows:

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Plat Legend:

- Found Monument
- Set 5/8" x 24" Rebar w/Blue Plastic Cap "Iowa - 19715"
- Cut "X" in concrete, found or set
- (123.45') Record Measurement
- 123.45' Field Measurement
- POC Point of Commencement
- POB Point of Beginning

Plat Utility / Feature Legend:

- EXISTING MANHOLE
- PROPOSED MANHOLE
- EXISTING INLET
- PROPOSED INLET
- GUY WIRE
- UTILITY POLE
- WATER VALVE
- HYDRANT
- TREE
- GAS VALVE
- DT DRAIN TILE
- W WATER LINE
- WS WATER SERVICE
- ST STORM SEWER
- SAN SANITARY SEWER
- G GAS LINE
- T TELEPHONE LINE
- E ELECTRIC LINE
- TV CABLE TV LINE

Survey Notes:

1. The Bearings shown on this survey are derived from GPS observations using the Iowa State Plane Coordinate System, North Zone, NAD 83 (2011).
2. Survey field work completed on July 19, 2022.
3. All dimensions are in US Survey feet and decimals thereof.
4. See Deed of Dedication for covenants and restrictions.
5. Tract "A" to be dedicated to City of Waterloo for Warp Drive right-of-way.
6. Tract "B" to be a regional detention basin serving Lots 1 thru 8 of Waterloo Air and Rail Park 3rd Addition.

Owner / Developer:
City of Waterloo, IA

Survey Requested By:
Noel Anderson
Economic Development Dir.
715 Mulberry Street,
Waterloo, Iowa 50703
Phone: (319) 291-4366

Surveyor:
William Castle, PLS, PE
City of Waterloo Engr. Dept.
715 Mulberry Street
Waterloo, Iowa 50703
Phone (319) 291-4312

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

PRELIMINARY

William W. Castle, PLS Date
License Number 19715
My License Renewal Date is December 31, 2021.
Pages or sheets covered by this seal : _____

PRELIMINARY PLAT
WATERLOO AIR AND RAIL PARK 3RD ADDITION
CITY OF WATERLOO, BLACK HAWK CO., IA

715 MULBERRY STREET
WATERLOO, IOWA 50703
(319) 291-4312 PHONE
(319) 291-4262 FAX

CITY OF WATERLOO, IA
ENGINEERING DEPARTMENT

DATE:
7/28/2022

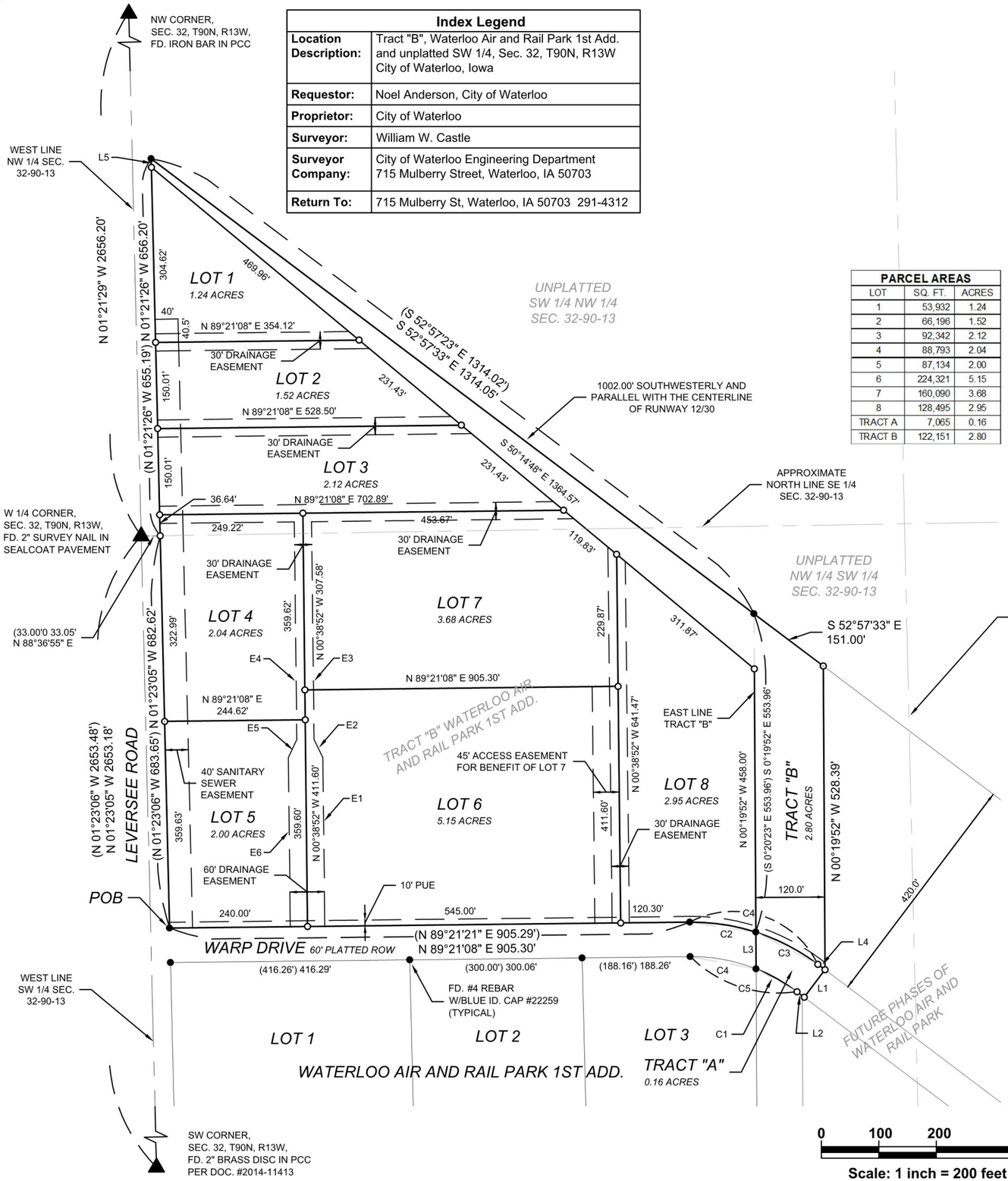
SHEET
1 OF 1

FINAL PLAT

WATERLOO AIR AND RAIL PARK 3RD ADDITION

A REPLAT OF TRACT B, WATERLOO AIR AND RAIL PARK 1ST ADDITION, AND A PORTION OF THE NW 1/4 OF THE SW 1/4, SEC. 32, T90N, R13W, CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA

Index Legend	
Location Description:	Tract "B", Waterloo Air and Rail Park 1st Add. and unplatted SW 1/4, Sec. 32, T90N, R13W City of Waterloo, Iowa
Requestor:	Noel Anderson, City of Waterloo
Proprietor:	City of Waterloo
Surveyor:	William W. Castle
Surveyor Company:	City of Waterloo Engineering Department 715 Mulberry Street, Waterloo, IA 50703
Return To:	715 Mulberry St, Waterloo, IA 50703 291-4312



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715 Mulberry Street,
Waterloo, Iowa 50703
Phone: (319) 291-4366

Surveyor:
William Castle, PLS, PE
City of Waterloo Engr. Dept.
715 Mulberry Street
Waterloo, Iowa 50703
Phone (319) 291-4312

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

PRELIMINARY

William W. Castle, PLS **Date**
License Number 19715
My License Renewal Date is December 31, 2021.
Pages or sheets covered by this seal : _____

FINAL PLAT
WATERLOO AIR AND RAIL PARK 3RD ADDITION
CITY OF WATERLOO, BLACK HAWK CO., IA

715 MULBERRY STREET
WATERLOO, IOWA 50703
(319) 291-4312 PHONE
(319) 291-4262 FAX

CITY OF WATERLOO, IA
ENGINEERING DEPARTMENT

DATE: 7/28/2022

SHEET 1 OF 1

60

CITY OF WATERLOO PLANNING AND ZONING COMMISSION
REQUEST FOR PLATTING (PRELIMINARY OR MINOR)

1. APPLICATION INFORMATION:

a. Applicant's Name (please print): City of Waterloo
Address: 715 Mulberry St Phone:
City: Waterloo State: IA Zip: 50703
Email:

b. Status of Applicant: (a) Owner X (b) Other ___ (CHECK ONE): If other explain:

c. Property Owner's Name if different than above (please print):
Address: Phone:
City: State: Zip:
Email:

2. PREPARER INFORMATION:

a. Preparer's Business Name (please print):
Primary Preparer's Name:
Phone: E-mail:

3. PROPERTY INFORMATION:

a. Name of Plat: Waterloo Air & Rail Park 3rd Addition
b. General Location of Property: North & East of 2510 Leversee Rd
c. Area of Proposed Plat: 22.11 Acres
d. Zoning District(s): M-2, P

4. OTHER DOCUMENTATION:

a. Preliminary Deed of Dedication (prefered but not required)
b. Overall Street Plan (if applicable)
c. Six (6) copies of the Preliminary Plat which are in conformance with Section 11-3-2 of the Subdivision Ord. (also submit a digital copy of the plat in PDF format)

5. PUBLIC IMPROVEMENTS

a. Costs (estimated) for any public improvements:

	Total Cost Estimate
Storm Sewer	$
Sanitary Sewer	$
Paving	$
Land Dedicated	$
TOTAL	$

The Request Fee of **$300 + $10 per lot** (payable to the City of Waterloo) is required. **This fee is non-refundable.** Under no condition shall said sum or any part thereof be refunded for failure of said request to be approved. Any major change in any of the information given will require that the request go back through the process, with a new Request Fee. The undersigned certify under oath and 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.

8.03.22
Signature of Applicant Date

8.03.22
Signature of Owner Date

CITY OF WATERLOO PLANNING AND ZONING COMMISSION
REQUEST FOR PLATTING (FINAL)

1. APPLICATION INFORMATION:

a. Applicant's Name (please print): CITY OF WATERLOO
Address: 715 MULBERRY ST Phone: 319-291-4366
City: WATERLOO State: IA Zip: 50703
Email: NOEL.ANDERSON@WATERLOO-IA.ORG

b. Status of Applicant: (a) Owner X (b) Other ___ (CHECK ONE): If other explain: _____

c. Property Owner's Name if different than above (please print): _____
Address: _____ Phone: _____
City: _____ State: _____ Zip: _____

2. PREPARER INFORMATION (licensed land surveyor):

a. Preparer's Business Name (please print): _____
Primary Preparer's Name: _____
Phone: _____ E-mail: _____

3. PROPERTY INFORMATION:

a. Name of Plat: WATERLOO AIR + RAIL PARK A REPLAT OF TRACT B OF
b. General Location of Property: NORTHEAST OF 2510 LOUISE RD WATERLOO AIR + RAIL PARK
c. Area of Proposed Plat: 4 ACRES
d. Area of Proposed Plat to be dedicated/conveyed to the City: _____
e. Value of area to be dedicated/conveyed to the City: _____
f. Zoning District(s): M-2, P

4. OTHER DOCUMENTATION:

a. Date of Preliminary Plat Approval: P&Z 8/4/20 City Council 8/17/20
b. Six (6) copies of the Final Plat which are in conformance with Section 11-3-3 of the Subdivision Ord. (also submit a digital copy of the plat in PDF format)
c. Three (3) copies of Deed of Dedication (must be original signatures)
d. Three (3) copies of all Contract, Petition and Waiver forms (must be original signatures)
e. Three(3) copies of Certificate of Survey (must be original signatures)

5. PUBLIC IMPROVEMENTS

a. Costs for any public improvements: __Estimate __Actual

	Total Cost
Storm Sewer	$_____
Sanitary Sewer	$_____
Paving	$_____
Land Dedicated	$_____
TOTAL	$_____

The Request Fee of **$215 + $10 per lot** (payable to the City of Waterloo) is required. **This fee is non-refundable**. Under no condition shall said sum or any part thereof be refunded for failure of said request to be approved. Any major change in any of the information given will require that the request go back through the process, with a new Request Fee. The undersigned certify under oath and penalty of perjury that all information on this request and submitted along with it is true and correct. All information will be used by the Waterloo Planning, Programming, and Zoning Commission and the Waterloo City Council in making their decision. The undersigned authorize City Zoning Officials to enter the property in question in regards to the request.

7.27.22 7.27.22

Signature of Applicant Date Signature of Owner Date

Waterloo Air and Rail Park 3rd Addition, being a replat of Tract B of Waterloo Air and Rail Park 1st Addition and part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 32, Township 90 North (T90N), Range 13 West (R13W) of the 5th Principal Meridian, City of Waterloo, Black Hawk County, State of Iowa, and being more particularly described as follows:

Beginning at the Southwest Corner of said Tract B, Waterloo Air and Rail Park 1st Addition; thence North 01°23'05" West 682.62 feet (North 01°23'06" West 683.65 per Waterloo Air and Rail Park 1st Addition plat) along the west line of said Tract "B" to the north line of Southwest Quarter (SW 1/4) of Section 32; thence North 01°21'26" West 656.20 feet (North 01°21'26" West 655.19 feet per said 1st Addition plat) to the northwest corner of Tract "B"; thence South 52°57'23" East 1,314.02 feet (South 52°57'33" East 1,314.05 feet per said 1st Addition plat) along the north line of Tract "B", being a line 1,002.0 feet southwesterly of and parallel with the centerline of Waterloo Regional Airport Runway 12/30 to the northeast corner of said Tract "B"; thence continuing South 52°57'33" East 151.00 feet along a line that is 1,002.0 feet southwesterly of and parallel with the centerline of Waterloo Regional Airport Runway 12/30; thence South 00°19'52" East 528.39 feet along a line that is 120.0 feet normally distant to and parallel with the east line of said Tract "B" to a line that is 420.0 feet normally distant to and parallel with the aforesaid line that is 1,002.0 feet southwesterly of and parallel with the centerline of Waterloo Regional Airport Runway 12/30; thence South 37°02'17" West 60.00 feet perpendicular to the said runway centerline offset line; thence North 52°57'33" West 15.63 feet along a line that is 480.0 feet normally distant to and parallel with the aforesaid line that is 1,002.0 feet southwesterly of and parallel with the centerline of Waterloo Regional Airport Runway 12/30 to the point of tangency of the easterly continuation of the curve at the east end of Warp Drive as depicted on the aforesaid 1st Addition plat; thence northwesterly 82.04 feet along a curve concave southwesterly with a platted radius of 303.0 feet and having a long chord of 81.79 feet bearing North 60°37'31" West to the northeast corner of Lot 3, Waterloo Air and Rail Park 1st Addition; thence North 00°23'45" West 63.81 feet (North 00°20'23" West 63.81 feet per said 1st Addition plat) to the southeast corner of said Tract "B"; thence westerly 116.62 feet along a curve concave southerly with a platted radius of 363.0 feet and having a long chord of 116.21 feet bearing North 81°25'24" West to the point of tangency; thence South 89°21'08" West 905.30 feet (South 89°21'21" West 905.29 feet per said 1st Addition Plat) along the south line of said Tract "B" to the point of beginning containing 23.78 acres.

CITY OF WATERLOO, IOWA

ENGINEERING DEPARTMENT
715 Mulberry St. • Waterloo, IA 50703 • Phone (319) 291-4312 • Fax (319) 291-4262
Email: city.engineer@waterloo-ia.org
JAMIE KNUTSON, PE • *City Engineer*

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

August 23, 2022

Aric Schroeder, City Planner
Planning, Programming & Zoning Commission
Waterloo City Hall
Waterloo, IA 50703

RE: PRELIMINARY PLAT
WATERLOO AIR AND RAIL PARK 3RD ADDITION

Dear Aric:

This preliminary plat has been reviewed, and it has been determined that it meets the requirements of the applicable portions of Section 3, 4 and 5 of Ordinance 2997, Subdivision Ordinance.

It is recommended that this preliminary plat be approved.

Sincerely,

Dennis J. Gentz, P.E.
Assistant City Engineer

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/6/2022
Prepared: 8/24/2022

ATTACHMENTS:

Description	Type
Temporary Easement Agreement	Backup Material
Exhibit A	Backup Material
Exhibit B	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Transmitted is a request to enter into 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. Attached is a map showing the area of the temporary construction easement and its dimensions, along with an Exhibit B, showing how a gravel access drive could layout from West 10th Street to the site for semi traffic. Replacement of the 70 year old bridge will continue the ongoing efforts to continue to enhance Downtown Waterloo adding to all the other successes that have occurred over the years.
Neighborhood Impact:	Replacement of the 11th Street Bridge will have a great impact on Downtown Waterloo and the current bridge is in need of many repairs.

Data/Analysis and Strategies:

Expenditure Required/Source of $1,826.91. Federal Bridge Grant, RISE, GO Bonds and Local Option Funds:

Prepared by Tim Andera, City of Waterloo, Waterloo, IA 50703. Phone (319) 291-4366

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (the "Agreement") is entered into as of _____, 2022 by and between Midwest Pattern Company ("Grantor"), and the City of Waterloo, Iowa ("Grantee").

1. **Grant of Temporary Easement.** In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration in the amount of **$1,826.91**, the receipt and sufficiency of which is hereby acknowledged Grantor does hereby grant and convey unto Grantee, and Grantee does hereby accept, a temporary easement for purposes relating to construction of the Improvements (the "**Temporary Easement**") in, to, upon, over, across, and beneath the real estate (the "**Temporary Easement Premises**") as set forth on Exhibit "A" attached hereto and by this reference made a part hereof. The Temporary Easement shall expire upon conclusion of all construction, cleanup, and demobilization activities upon the Premises and adjacent land, or January 1, 2024, whichever occurs first.

2. **Purpose.** The Temporary Easement Premises is intended for use by Grantee, its employees, contractors and agents, to reconstruct the 11th Street Bridge and utility improvements (the "**Improvements**"). It is the intention of the parties that Grantee shall assume all responsibility for the construction of the Improvements adjacent to the Premises, and that Grantor shall have no liability relating to the Easement or the Improvements except as may arise from the Grantor's own negligent acts or omissions or willful misconduct.

3. **Grantor Duties and Privileges.** Grantor shall deliver possession of the Temporary Easement Premises to Grantee, "as is, where is", without any representation or warranty as to the condition of same. Grantor shall have no duty to prepare the Temporary Easement Premises in any way for Grantee's use. Following transfer of possession of the Temporary Easement Premises, Grantor shall have no further duty or obligation with respect to same, except as set forth herein. Grantor may mow or care for grasses and vegetation growing in the Temporary Easement Premises during the period of this Agreement, but may not conduct other activities upon the Temporary Easement Premises without the prior written consent of Grantee. Grantor agrees that any activities that

Grantor, its officers, employees, contractors or agents undertake on the Temporary Easement Premises during the term hereof shall be at their sole risk, and Grantor hereby agrees to indemnify Grantee, its officials, officers, employees, contractors and agents, with respect to any and all claims for injuries, death, property damage, property loss or otherwise, arising from the acts or omissions of Grantor, its officers, employees, contractors or agents, on or about the Temporary Easement Premises during the term of this Agreement.

4. **Access to Site.** Grantor will provide and maintain a vehicular ingress/egress drive of ¾" road stone to the Grantee, as depicted in Exhibit "B", from West 10th Street to 84 West 11th Street during the duration of the project, or when access is once again permissible from West 11th Street.

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

MIDWEST PATTERN COMPANY

By: Steve Summerhays

Title: President

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on August 23, 2022, by Steve Summerhays as President of Midwest Pattern Company.

NOTARIAL SEAL IOWA
TIM ANDERA
COMMISSION NO. 772518
MY COMMISSION EXPIRES
APRIL 11, 2024

_____
Notary Public

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on _____, 2022, by Quentin M. Hart and Kelley Felchle as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____
Notary Public

INDEX LEGEND

SURVEYOR & RETURN TO:
SETH A. WHITACRE, P.L.S.
MARTIN & WHITACRE
SURVEYORS & ENGINEERS, INC.
1508 BIDWELL ROAD
MUSCATINE, IOWA 52761
PHONE: 563-263-7691

SERVICE PROVIDED FOR:
CITY OF WATERLOO
316 EAST 5TH STREET
WATERLOO, IOWA 50703

SURVEY REQUESTED BY:
CITY OF WATERLOO

SURVEY LOCATED:
LOTS 10 & 13 OF AUDITOR FRANCIS BAKER ADDITION, WATERLOO, IA

PROPERTY OWNER:
MIDWEST PATTERN COMPANY

SITE ADDRESS:
102 W 11TH ST
WATERLOO, IA 50702

DATE OF SURVEY:
04-07-21

BASIS OF BEARING:
IOWA STATE PLANE COORDINATE SYSTEM - NORTH ZONE (NAD83)

Exhibit "A"

ACQUISITION PLAT

OF TEMPORARY EASEMENT BEING CONVEYED TO THE CITY OF WATERLOO, IOWA

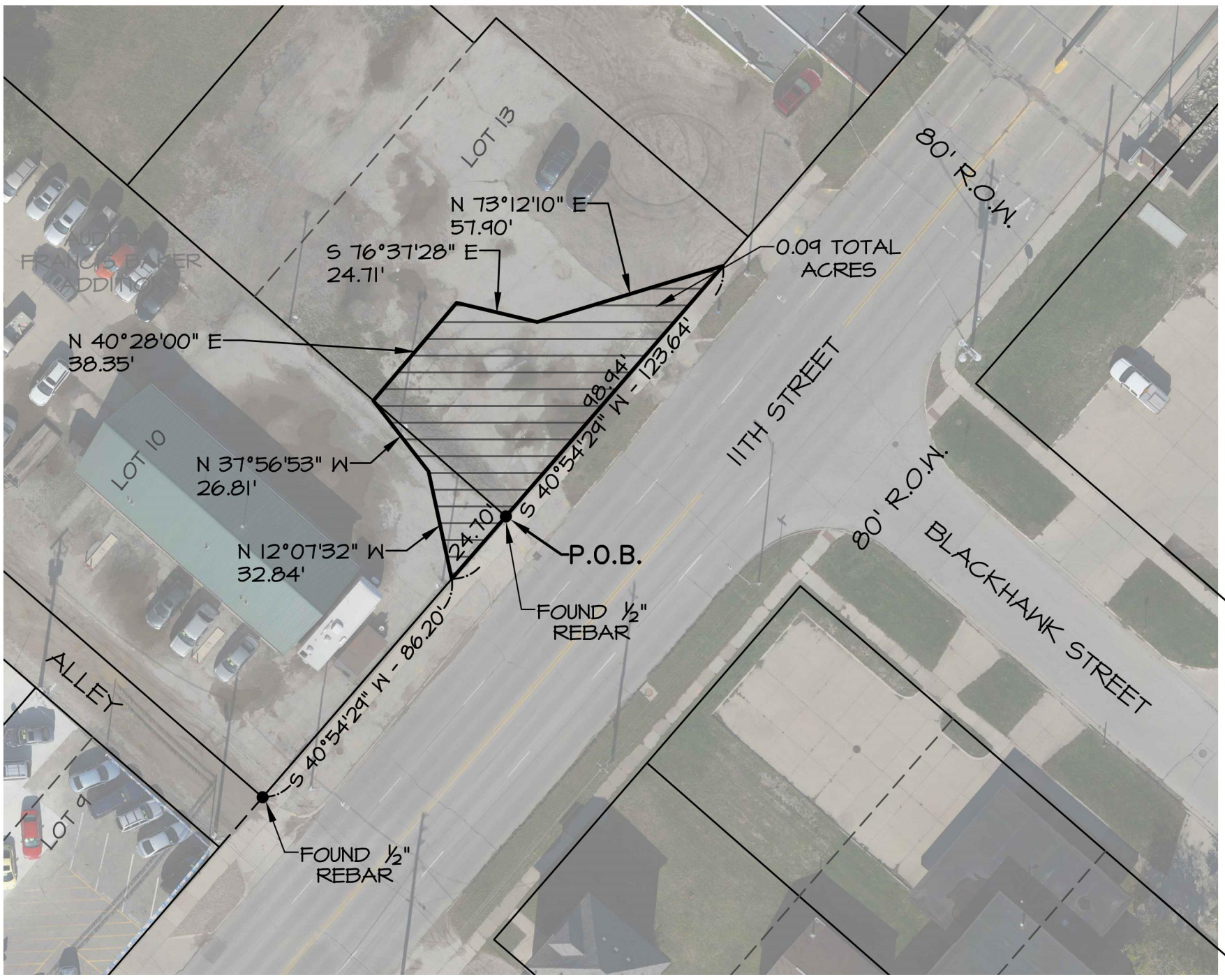
11TH STREET BRIDGE REPLACEMENT

north

40 0 40

LEGEND

- FOUND, AS NOTED
- TEMPORARY EASEMENT
- PROPERTY/ROW LINE
- ORIGINAL LOT LINE



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

Seth A. Whitacre

Seth A. Whitacre

Date 4/07/21 Reg. No. 18379

My license renewal date is December 31, 2022

Pages or sheets covered by this seal: 2

PROFESSIONAL LAND SURVEYOR
SETH A. WHITACRE
18379
IOWA

SURVEY COMPANY / RETURN TO:
Martin & Whitacre
Surveyors & Engineers, Inc.
1508 BIDWELL ROAD, MUSCATINE, IOWA 52761
INFO@MARTIN-WHITACRE.COM (563)263-7691

SURVEYOR: SETH A. WHITACRE
PROPRIETOR(S): MIDWEST PATTERN COMPANY
REQUESTOR: CITY OF WATERLOO
LOCATION: LOTS 10 & 13 AUDITOR FRANCIS BAKER ADD. IN WATERLOO, BLACKHAWK COUNTY, IOWA
SURVEY TYPE: TEMPORARY EASEMENT

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
8380	8380	1"=40'	JRM	SAW	4/7/21	8590.20

REV. 0 | MIDWEST.DWG | SHEET 1 OF 2

Exhibit "A" Cont.

ACQUISITION PLAT

OF TEMPORARY EASEMENT BEING CONVEYED TO THE CITY OF WATERLOO, IOWA

11TH STREET BRIDGE REPLACEMENT

DESCRIPTION – TEMPORARY EASEMENT

THE EASEMENT GRANTED FOR CONSTRUCTION PURPOSES IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT NUMBERS 10 AND 13 IN AUDITOR FRANCIS BAKER ADDITION TO THE CITY OF WATERLOO, IN BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT EASTERNMOST CORNER OF SAID LOT 10; THENCE SOUTH 40°54'29" WEST 24.70 FEET; THENCE NORTH 12°07'32" WEST 32.84 FEET; THENCE NORTH 37°56'53" WEST 26.81 FEET; THENCE NORTH 40°28'00" EAST 38.35 FEET; THENCE SOUTH 76°37'28" EAST 24.71 FEET; THENCE NORTH 73°12'10" EAST 57.90 FEET; THENCE SOUTH 40°54'29" WEST 98.94 FEET TO THE POINT OF BEGINNING; CONTAINING 0.09 ACRES, MORE OR LESS.

SURVEY COMPANY / RETURN TO:
Martin & Whitacre Surveyors & Engineers, Inc.
1508 BIDWELL ROAD, MUSCATINE, IOWA 52761
INFO@MARTIN-WHITACRE.COM (563)263-7691

SURVEYOR: SETH A. WHITACRE

PROPRIETOR(S): MIDWEST PATTERN COMPANY

REQUESTOR: CITY OF WATERLOO

LOCATION: LOTS 10 & 13 AUDITOR FRANCIS BAKER ADD. IN WATERLOO, BLACKHAWK COUNTY, IOWA

SURVEY TYPE: TEMPORARY EASEMENT

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
8380	8380	1"=40'	JRM	SAW	4/7/21	8590.20

REV.			SHEET	OF
0	MIDWEST.DWG		2	2

Exhibit "B"

City of Waterloo, IA11th St Bridge Recons

0 20
FEET

10th St.

Area = 4,100 Sq.Ft.
Depth = 6 inches
Using 11th St Bid Item 13,
SURFACING, DRIVEWAY,
CLASS A CRUSHED STONE
= 144 TON

WAT205
MID WEST PATTERN COMPANY

WAT205
MID WEST PATTERN COMPANY

Ex. Commercial St.

CITY OF WATERLOO

WAT202
MID WEST PATTERN COMPANY

WAT205
MID WEST PATTERN COMPANY

WAT206
MID WEST PATTERN COMPANY

CITY
WATER

WAT201
C AND S PROPERTIES L C

STA. 103+99.00
BEGIN CONSTRUCTION

105+75 Prop.
Type "B" Ent.

106+92
℄93'

107+30
℄93'

106+87
℄66'

107+42
℄71'

106+67
℄40'

107+12 Prop.
Type "B" Ent.

107+82
℄40'

104

105

106

107

108

109

350

11th St.
(ML_11TH)

88.7083°

91.2917°

92.2906°

87.7094°

Exhibit "B" Cont.

City of Waterloo, IA11th St Bridge Recon



CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/6/2022
Prepared: 8/24/2022

ATTACHMENTS:

Description	Type
Development Agreement	Backup Material
Amendment to Development Agreement	Backup Material

SUBJECT:	Resolution approving the Termination of a Development Agreement with Goldfinch S&M Properties, LLC, for rehabilitation of 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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval of Termination
Summary Statement:	The City of Waterloo entered into a development agreement with Goldfinsh S&M Properties, LLC to rehab the City owned home at 1804 E 4th Street. The developer has failed to move forward with the project, and on March 11, 2022 the developer was mailed notice of default. The certified letter came back as unclaimed. The developer has failed to cure default, which was failure to complete the project per the time line provided for in the development agreement, in the 30 day cure period provided for in the notice. This action will terminate the development agreement and allow the City of Waterloo to move forward with demolition of the property. The property was put out for bid for a Request for Proposal from other developers to see if there was any other interest to fix up the property, but the City received no bids, and indications are that the home is too badly damaged to be able to fix it up.
Data/Analysis and Strategies:	Land Use
Implementation, Accountability, and Communication:	None
Expenditure Required/Source of	None

Funds:	
Legal Descriptions:	The West 96 feet of Lot 1, Block 6, "Manson's Second Addition" in Waterloo, Iowa, a/k/a Lot 1, except the East 44 feet, of Block 6, Manson's Second Addition in Waterloo, Iowa. and The South 30 feet of Lot 2, Block 6, in "Manson's Second Addition" in Waterloo, Iowa.

Doc ID: 009892870014 Type: GEN
Recorded: 07/16/2020 at 11:30:01 AM
Fee Amt: $72.00 Page 1 of 14
Black Hawk County Iowa
SANDIE L. SMITH RECORDER
File 2021-00001068

*City of Waterloo.

Preparer: Christopher S. Wendland, P.O. Box 596, Waterloo, Iowa 50704 (319) 234-5701
After recording, return to Community Planning & Development, 715 Mulberry Street, Waterloo, IA 50703.

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of April 27, 2020, by and between Goldfinch S&M Properties LLC ("Company"), and the City of Waterloo, Iowa ("City").

RECITALS

A. Company is willing and able to finance and rehabilitate an existing property located at 1804 E. 4th Street, Waterloo, Iowa and adjoining parcel (collectively, the "Property"), legally described as set forth on Exhibit "A" attached hereto.

B. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal. City believes that rehabilitation of the Property is in the best interests of the City and in accordance with the public purposes and provisions of the applicable State and local laws and requirements under which the project has been undertaken and is being assisted.

AGREEMENT

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

1. **Sale of Property; Title.** Subject to the terms hereof, City shall convey the Property to Company for the sum of $5,000.00 (the "Purchase Price"). Conveyance shall be by quit claim deed, free and clear of all encumbrances arising by or through City except: (a) easements, servitudes, conditions and restrictions of record; (b) current and future real estate real property taxes and assessments subject to the agreements made herein; (c) general utility and right-of-way easements serving the Property; and (d) restrictions imposed by the City zoning ordinances and other applicable law. City shall have no duty to convey title to Company until Company delivers to City reasonable

and satisfactory proof of financial ability to undertake and carry on the Project (defined below), which may take the form of a lending commitment letter. Company may, at its own expense, obtain whatever form of title evidence it desires. If title is unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Company, Company may terminate this Agreement. City shall provide any title documents it has in its possession, including any abstracts, to assist in title review.

2. **Improvements by Company.** Company acknowledges that it has had a reasonable opportunity to inspect the Property and to conduct other due diligence related to the Project. Company agrees to accept the Property in its "AS IS" condition, without any warranty from City, expressed or implied, as to the condition of the Property, its marketability, or its fitness for any particular purpose. Company shall rehabilitate the existing structures on the Property for single-family residential purposes and make other improvements to the buildings and grounds (collectively, the "Improvements"). The Improvements shall be constructed in accordance with the terms of this Agreement, all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. Attached as Exhibit "B" are Company's specific renovation plans and estimated project budget. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Property, the Improvements, and all other work to make the project site usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project".

3. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Company's commitment to cause the Project to be undertaken and to rehabilitate the Property in a timely manner constitutes a material inducement for the City to extend the development incentives provided for in this Agreement, including but not limited to its commitment to convey the Property to Company, and that without said commitment City would not have done so. Subject to Unavoidable Delays (defined below), Company must obtain a building permit and begin construction of the Improvements within one (1) month from the date of that it receives title to the Property from City (the "Project Start Date"), and Substantially Complete rehabilitation within four (4) months after commencement (the "Project Completion Date"). For purposes of this Agreement, "Substantially Completed" means the date on which the rehabilitation Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto.

If Company has not begun Improvements before the Project Start Date, City may terminate this Agreement as set forth in Section 13, title to the Property shall revert to City, and City shall have no further obligation hereunder. If rehabilitation has not begun by the Project Start Date but the commencement of the Project is still

imminent, the City Council may, but shall not be required to, grant an extension of the Project Completion Date. If rehabilitation work has commenced within the required period or any extended period and is stopped and/or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each of the foregoing is an "Unavoidable Delay"), then time lost as a result of Unavoidable Delays shall be added to extend the Project Completion Date by a number of days equal to the number of days lost as a result of Unavoidable Delays, and thereafter if the Improvements are not completed within the allowed period of extension, City may terminate this Agreement as set forth in Section 13, title to the Property shall revert to City, and City shall have no further obligation hereunder.

4. **Reverter of Title; Indemnity.** In the event of any reverter of title, Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to a special warranty deed, or take such other actions as the City may reasonably request to effectuate said reverter and to deliver to City title to the Property that is free and clear of any lien, claim, charge, security interest, mortgage or encumbrance (collectively, "Liens") arising by or through Company. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the Property. In connection with any reverter of title, Company shall not be entitled to a refund of the Purchase Price. ***Appointment of Attorney in Fact:*** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within thirty (30) days after written demand by City, then City shall be authorized to execute, on Company's behalf and as its attorney-in-fact, the special warranty deed required by this Section, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact.

Company further agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, cost, expense, liability or injury made, suffered, or incurred as a result of or in connection with the Project, or Company's failure to carry on or complete same, or any Lien or Liens on or against the Property of any type or nature whatsoever that attaches to the Property by virtue of Company's ownership of same. If City files suit to enforce the terms of this Agreement and prevails in such suit, then Company shall be liable for all legal expenses, including but not limited to reasonable attorneys' fees, incurred by City. Company's duties of indemnity pursuant to this Section shall survive the expiration, termination or cancellation of this Agreement for any reason.

5. **Deed-Back Option.** If Company determines at any time that the Project is not economically feasible, such as by discovery of unanticipated structural problems or for other reasons as determined by Company, then upon thirty (30) days' advance written notice to City Company may deed the Property back to City on the terms set forth in Section 4, and thereafter neither party shall have any further obligation under this Agreement except as provided in Section 4. In connection with any reconveyance of title to City, Company shall not be entitled to a refund of the Purchase Price.

6. **Utilities.** Company will be responsible for obtaining or extending water, sewer, telephone, electricity, gas and other utility services to any location on the Project Site and for payment of any associated connection fees and costs of usage after the date of conveyance from City.

7. **Additional City Incentives.** In addition to the other incentives provided by City to Company under this Agreement, City agrees to provide the following assistance to facilitate the Project:

A. Purchase Price Refund. Within thirty (30) days after Company has Substantially Completed the Improvements and has obtain final inspection on all permits obtained for the Project, City will refund the Purchase Price to Company.

B. Rehabilitation Grant. Concurrently with refund of the Purchase Price pursuant to paragraph A above, City will make a $5,000.00 rehabilitation grant to Company.

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.

8. **No Encumbrances; Limited Exception.** Until completion of the Improvements, Company agrees that it shall not create, incur, or suffer to exist any Liens on the Property, other than such mortgage or mortgages as may be reasonably necessary to finance Company's completion of the Improvements and of which Company notifies City before Company executes any such mortgage. Company may not mortgage the Property or any part thereof for any purpose except in connection with financing of the Improvements.

9. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Property prior to completion of the Project, whether in whole or in part, to any other person or entity without the prior written consent of City. Reasonable grounds for the City to withhold its consent shall include but are not limited to the inability of the proposed transferee to demonstrate to the City's satisfaction that it has the financial ability to observe all of the terms to be performed by Company under this Agreement.

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

A. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

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

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

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

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

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

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

12. **Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean any one or more of the following events that continues beyond any applicable cure periods:

A. Failure by Company to cause the rehabilitation Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

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

C. Failure by any party hereto to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

D. Any representation or warranty made by Company in this Agreement, or made by Company in any written statement or certificate furnished by Company pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

E. Company (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (4) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of Company as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Company, or part thereof, shall be appointed in any proceedings brought against Company and shall not be discharged within ninety (90) days after such appointment, or if Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to the Property.

13. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may terminate this Agreement. Before exercising such remedy, City shall give 30 days' written notice to Company of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 30 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Upon termination, City may exercise any and all remedies available at law, equity, contract or otherwise for recovery of any sums paid by City to Company before the date of termination or to recover ownership of the Property as set forth in this Agreement.

B. Default by City. Whenever any Event of Default in respect of Company occurs and is continuing, Company may take such action against City to require it to specifically perform its obligations hereunder. Before exercising

such remedy, Company shall give 30 days' written notice to City of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within 30 days and City shall not have provided assurances reasonably satisfactory to the Company that the Event of Default will be cured as soon as reasonably possible.

C. Remedies under this Agreement shall be cumulative and in addition to any other right or remedy given under this Agreement or existing at law or in equity or by statute. Waiver as to any particular default, or delay or omission in exercising any right or power accruing upon any default, shall not be construed as a waiver of any other or any subsequent default and shall not impair any such right or power.

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

15. **Materiality of Company's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

16. **Performance by City.** Company acknowledges and agrees that all of the obligations of City under this Agreement shall be subject to, and performed by City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with City's lawful authority. All covenants, stipulations, promises, agreements and obligations of City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any governing body member, officer, employee or agent of City in the individual capacity of such person.

17. **No Third-Party Beneficiaries.** No rights or privileges of any party hereto shall inure to the benefit of any contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, subcontractor, material supplier, or other person or entity shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

18. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, fax number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, at 116 Chestnut Street, Waterloo, Iowa 50703, Attention: CEO.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, (iii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful. A party may change the address for giving notice by any method set forth in this Section.

19. **No Joint Venture.** Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the City and Company nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

20. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

21. **Severability; Reformation.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall

continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

22. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

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

24. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

25. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

26. **Time of Essence.** Time is of the essence of this Agreement.

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

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

GOLDFINCH S&M PROPERTIES LLC

By: Stanley V. Evans
Stanley V. Evans, CEO

Attest: _____
Kelley Felchle, City Clerk

EXHIBIT "A"

Legal Description of Property

The West 96 feet of Lot 1, Block 6, "Manson's Second Addition" in Waterloo, Iowa, a/k/a Lot 1, except the East 44 feet, of Block 6, Manson's Second Addition in Waterloo, Iowa.

and

The South 30 feet of Lot 2, Block 6, in "Manson's Second Addition" in Waterloo, Iowa.

EXHIBIT "B"

Project Plans and Budget

See attached.

ESTIMATE

Stanley V. Evans
1804 East Fourth Street
Waterloo, Iowa 50703
(619) 571-0259

Dirty Work Lawn Care And Property Maintenance
533 California St
Waterloo, Iowa 50703

Estimate # 000275
Date 04/13/2020

Description	Total
Repair foundation	$7,000.00
Bathroom fixtures and remodel	$5,000.00
Overlay the single roof with steel roofing	$7,000.00
Update plumbing and hvac	$8,000.00
Floors Overlay floors with wood and install ceramic tile in baths kitchen and dining areas installing carpet in living and sleeping areas	$7,000.00
electrical	$5,000.00
Remove outdated windows and replace with pocket windows	$5,000.00
Install siding on house and garage	$6,000.00
Remove any loose paint texture and paint every room	$2,000.00
Landscaping	$2,000.00
Kitchen appliances	$2,000.00

Subtotal	$56,000.00
Total	**$56,000.00**

Notes:

15%contracting fees will be applied

Prepared LeAnn M. Even, Deputy City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4323.

RESOLUTION NO. 2020-286

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH GOLDFINCH PROPERTIES, LLC, FOR THE REDEVELOPMENT OF A SINGLE FAMILY HOME LOCATED AT 1804 E. 4TH STREET, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID DOCUMENTS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, that the Development Agreement dated April 27, 2020, between Goldfinch Properties, LLC and the City of Waterloo, Iowa, for the redevelopment of a single family home located at 1804 E. 4th Street, is hereby approved, and the Mayor and City Clerk are authorized and directed to execute said document on behalf of the City of Waterloo, Iowa.

PASSED AND ADOPTED this 27th day of April 2020.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle
City Clerk

CERTIFICATE

I, Kelley Felchle, City Clerk of the City of Waterloo, Iowa, do hereby certify that the preceding is a true and complete copy of Resolution No. 2020-286 as passed and adopted by the City Council of the City of Waterloo, Iowa, on the 27th day of April 2020.

Witness my hand and seal of office this 27th day of April 2020.

Kelley Felchle
City Clerk

SEAL



Doc ID: 010028890002 Type: GEN
Recorded: 12/17/2020 at 02:48:14 PM
Fee Amt: $12.00 Page 1 of 2
Black Hawk County Iowa
SANDIE L. SMITH RECORDER
File 2021-00012972

* City of Waterloo

Prepared by Christopher S. Wendland, P.O. Box 596, Waterloo, IA 50703. 319-234-5701

AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement (the "Amendment") is entered into as of September 28, 2020 by and between Goldfinch S&M Properties LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. Company and City are parties to that certain Development Agreement dated as of April 27, 2020 (the "DA") concerning the development of property as described in the Agreement. The DA has been filed in the land records of Black Hawk County as Doc. No. 2021-01068.

B. The parties desire to amend the DA to modify the terms as set forth in this Amendment.

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

1. Section 3 of the DA is amended to strike the second sentence thereof in its entirety and to replace such sentence with the following: "Subject to Unavoidable Delays (defined below), Company must obtain a building permit and begin construction of the Improvements within one (1) month from the date of that it receives title to the Property from City (the "Project Start Date"), and Substantially Complete rehabilitation by September 30, 2021 (the "Project Completion Date")."

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

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

CITY OF WATERLOO, IOWA

By: Quentin Hart
Quentin Hart, Mayor

Attest: Kelley Felchle
Kelley Felchle, City Clerk

GOLDFINCH S&M PROPERTIES LLC

By: Stanley V. Evans
Stanley V. Evans, CEO

CITY OF WATERLOO

Council Communication

Resolution approving a 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 executee said document.

City Council Meeting: 9/6/2022
Prepared: 8/24/2022

ATTACHMENTS:

Description	Type
Walker Street Agreement	Backup Material
Walker Street Amendment	Backup Material
1332 Walker Street Reverter Deed	Backup Material

SUBJECT:	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 executee said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval of Reverter
Summary Statement:	The City of Waterloo entered into a development agreement with Goldfinch S&M Properties, LLC to rehab the City owned home at 1332 Walker Street. The developer has failed to complete the project, and on March 11, 2022 the developer was mailed notice of default. The certified letter came back as unclaimed. The developer has failed to cure default, which was failure to complete the project per the time line provided for in the development agreement, in the 30 day cure period provided for in the notice. This action will deed the property back to the City of Waterloo, as provided for in the development agreement.
Data/Analysis and Strategies:	Land Use
Expenditure Required/Source of Funds:	None

The West half of the West half of Lot “F” in “Cedar Dale”, in Black Hawk County, Iowa (now in the City of Waterloo, Iowa), except the Northerly 330

Legal Descriptions:	feet thereof, and except that part described as follows: Commencing at the Southeast corner of the West half of the West half of said Lot “F”; running thence North along the East line of the West half of the West half of said Lot “F” a distance of 210 feet; thence at right angles in a Westerly direction a distance of 60 feet; thence South along a line parallel with the East line of the West half of the West half of said Lot “F” a distance of 210 feet to the North line of Walker Street; thence East to the point of beginning.

Doc ID: 009892880014 Type: GEN
Recorded: 07/16/2020 at 11:30:31 AM
Fee Amt: $72.00 Page 1 of 14
Black Hawk County Iowa
SANDIE L. SMITH RECORDER
File 2021-00001069

*City of Waterloo

Preparer: Christopher S. Wendland, P.O. Box 596, Waterloo, Iowa 50704 (319) 234-5701
After recording, return to Community Planning & Development, 715 Mulberry Street, Waterloo, IA 50703.

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of April 27, 2020, by and between Goldfinch S&M Properties LLC ("Company"), and the City of Waterloo, Iowa ("City").

RECITALS

A. Company is willing and able to finance and rehabilitate an existing property located at 1332 Walker Street, Waterloo, Iowa (the "Property"), legally described as set forth on Exhibit "A" attached hereto.

B. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal. City believes that rehabilitation of the Property is in the best interests of the City and in accordance with the public purposes and provisions of the applicable State and local laws and requirements under which the project has been undertaken and is being assisted.

AGREEMENT

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

1. **Sale of Property; Title.** Subject to the terms hereof, City shall convey the Property to Company for the sum of $5,000.00 (the "Purchase Price"). Conveyance shall be by quit claim deed, free and clear of all encumbrances arising by or through City except: (a) easements, servitudes, conditions and restrictions of record; (b) current and future real estate real property taxes and assessments subject to the agreements made herein; (c) general utility and right-of-way easements serving the Property; and (d) restrictions imposed by the City zoning ordinances and other applicable law. City shall have no duty to convey title to Company until Company delivers to City reasonable and satisfactory proof of financial ability to undertake and carry on the Project (defined

below), which may take the form of a lending commitment letter. Company may, at its own expense, obtain whatever form of title evidence it desires. If title is unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Company, Company may terminate this Agreement. City shall provide any title documents it has in its possession, including any abstracts, to assist in title review.

2. **Improvements by Company.** Company acknowledges that it has had a reasonable opportunity to inspect the Property and to conduct other due diligence related to the Project. Company agrees to accept the Property in its "AS IS" condition, without any warranty from City, expressed or implied, as to the condition of the Property, its marketability, or its fitness for any particular purpose. Company shall rehabilitate the existing structures on the Property for single-family residential purposes and make other improvements to the buildings and grounds (collectively, the "Improvements"). The Improvements shall be constructed in accordance with the terms of this Agreement, all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. Attached as Exhibit "B" are Company's specific renovation plans and estimated project budget. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Property, the Improvements, and all other work to make the project site usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project".

3. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Company's commitment to cause the Project to be undertaken and to rehabilitate the Property in a timely manner constitutes a material inducement for the City to extend the development incentives provided for in this Agreement, including but not limited to its commitment to convey the Property to Company, and that without said commitment City would not have done so. Subject to Unavoidable Delays (defined below), Company must obtain a building permit and begin construction of the Improvements within one (1) month from the date of that it receives title to the Property from City (the "Project Start Date"), and Substantially Complete rehabilitation within four (4) months after commencement (the "Project Completion Date"). For purposes of this Agreement, "Substantially Completed" means the date on which the rehabilitation Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto.

If Company has not begun Improvements before the Project Start Date, City may terminate this Agreement as set forth in Section 13, title to the Property shall revert to City, and City shall have no further obligation hereunder. If rehabilitation has not begun by the Project Start Date but the commencement of the Project is still imminent, the City Council may, but shall not be required to, grant an extension of the

Project Completion Date. If rehabilitation work has commenced within the required period or any extended period and is stopped and/or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each of the foregoing is an "Unavoidable Delay"), then time lost as a result of Unavoidable Delays shall be added to extend the Project Completion Date by a number of days equal to the number of days lost as a result of Unavoidable Delays, and thereafter if the Improvements are not completed within the allowed period of extension, City may terminate this Agreement as set forth in Section 13, title to the Property shall revert to City, and City shall have no further obligation hereunder.

4. **Reverter of Title; Indemnity.** In the event of any reverter of title, Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to a special warranty deed, or take such other actions as the City may reasonably request to effectuate said reverter and to deliver to City title to the Property that is free and clear of any lien, claim, charge, security interest, mortgage or encumbrance (collectively, "Liens") arising by or through Company. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the Property. In connection with any reverter of title, Company shall not be entitled to a refund of the Purchase Price. ***Appointment of Attorney in Fact:*** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within thirty (30) days after written demand by City, then City shall be authorized to execute, on Company's behalf and as its attorney-in-fact, the special warranty deed required by this Section, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact.

Company further agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, cost, expense, liability or injury made, suffered, or incurred as a result of or in connection with the Project, or Company's failure to carry on or complete same, or any Lien or Liens on or against the Property of any type or nature whatsoever that attaches to the Property by virtue of Company's ownership of same. If City files suit to enforce the terms of this Agreement and prevails in such suit, then Company shall be liable for all legal expenses, including but not limited to reasonable attorneys' fees, incurred by City. Company's duties of indemnity pursuant to this Section shall survive the expiration, termination or cancellation of this Agreement for any reason.

5. **Deed-Back Option.** If Company determines at any time that the Project is not economically feasible, such as by discovery of unanticipated structural problems or for other reasons as determined by Company, then upon thirty (30) days' advance written notice to City Company may deed the Property back to City on the terms set forth in Section 4, and thereafter neither party shall have any further obligation under this Agreement except as provided in Section 4. In connection with any reconveyance of title to City, Company shall not be entitled to a refund of the Purchase Price.

6. **Utilities.** Company will be responsible for obtaining or extending water, sewer, telephone, electricity, gas and other utility services to any location on the Project Site and for payment of any associated connection fees and costs of usage after the date of conveyance from City.

7. **Additional City Incentives.** In addition to the other incentives provided by City to Company under this Agreement, City agrees to provide the following assistance to facilitate the Project:

A. Purchase Price Refund. Within thirty (30) days after Company has Substantially Completed the Improvements and has obtain final inspection on all permits obtained for the Project, City will refund the Purchase Price to Company.

B. Rehabilitation Grant. Concurrently with refund of the Purchase Price pursuant to paragraph A above, City will make a $5,000.00 rehabilitation grant to Company.

8. **No Encumbrances; Limited Exception.** Until completion of the Improvements, Company agrees that it shall not create, incur, or suffer to exist any Liens on the Property, other than such mortgage or mortgages as may be reasonably necessary to finance Company's completion of the Improvements and of which Company notifies City before Company executes any such mortgage. Company may not mortgage the Property or any part thereof for any purpose except in connection with financing of the Improvements.

9. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Property prior to completion of the Project, whether in whole or in part, to any other person or entity without the prior written consent of City. Reasonable grounds for the City to withhold its consent shall include but are not limited to the inability of the proposed transferee to demonstrate to the City's satisfaction that it has the financial ability to observe all of the terms to be performed by Company under this Agreement.

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

A. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

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

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

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

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

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

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

12. **Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean any one or more of the following events that continues beyond any applicable cure periods:

A. Failure by Company to cause the rehabilitation Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

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

C. Failure by any party hereto to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

D. Any representation or warranty made by Company in this Agreement, or made by Company in any written statement or certificate furnished by Company pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

E. Company (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (4) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of Company as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Company, or part thereof, shall be appointed in any proceedings brought against Company and shall not be discharged within ninety (90) days after such appointment, or if Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to the Property.

13. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may terminate this Agreement. Before exercising such remedy, City shall give 30 days' written notice to Company of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 30 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Upon termination, City may exercise any and all remedies available at law, equity, contract or otherwise for recovery of any sums paid by City to Company before the date of termination or to recover ownership of the Property as set forth in this Agreement.

B. Default by City. Whenever any Event of Default in respect of Company occurs and is continuing, Company may take such action against City to require it to specifically perform its obligations hereunder. Before exercising such remedy, Company shall give 30 days' written notice to City of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within 30 days and City shall not have provided assurances reasonably satisfactory to

the Company that the Event of Default will be cured as soon as reasonably possible.

C. Remedies under this Agreement shall be cumulative and in addition to any other right or remedy given under this Agreement or existing at law or in equity or by statute. Waiver as to any particular default, or delay or omission in exercising any right or power accruing upon any default, shall not be construed as a waiver of any other or any subsequent default and shall not impair any such right or power.

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

15. **Materiality of Company's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

16. **Performance by City.** Company acknowledges and agrees that all of the obligations of City under this Agreement shall be subject to, and performed by City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with City's lawful authority. All covenants, stipulations, promises, agreements and obligations of City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any governing body member, officer, employee or agent of City in the individual capacity of such person.

17. **No Third-Party Beneficiaries.** No rights or privileges of any party hereto shall inure to the benefit of any contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, subcontractor, material supplier, or other

person or entity shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

18. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, fax number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, at 116 Chestnut Street, Waterloo, Iowa 50703, Attention: CEO.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, (iii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful. A party may change the address for giving notice by any method set forth in this Section.

19. **No Joint Venture.** Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the City and Company nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

20. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

21. **Severability; Reformation.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion

thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

22. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

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

24. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

25. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

26. **Time of Essence.** Time is of the essence of this Agreement.

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

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

GOLDFINCH S&M PROPERTIES LLC

By: Stanley V. Evans
Stanley V. Evans, CEO

EXHIBIT "A"

Legal Description of Property

The West half of the West half of Lot "F" in "Cedar Dale", in Black Hawk County, Iowa (now in the City of Waterloo, Iowa), except the Northerly 330 feet thereof, and except that part described as follows: Commencing at the Southeast corner of the West half of the West half of said Lot "F"; running thence North along the East line of the West half of the West half of said Lot "F" a distance of 210 feet; thence at right angles in a Westerly direction a distance of 60 feet; thence South along a line parallel with the East line of the West half of the West half of said Lot "F" a distance of 210 feet to the North line of Walker Street; thence East to the point of beginning.

EXHIBIT "B"

Project Plans and Budget

See attached.

ESTIMATE

Stanley V. Evans
1332 Walker st.
waterloo, iowa 50707
(619) 571-0259

Dirty Work Lawn Care And Property Maintenance
533 California St
Waterloo, Iowa 50703

Estimate # 000260
Date 02/01/2020

Description	Quantity	Rate	Total
Roof there is a hole in the front south east lower portion of the roof. Ridge line on roof looks pretty straight. I would recommend patching hole by resheathing the problem areas followed by steel roofing (overlay) on this application. eliminates tear off labor. potential to last the lifetime of future buyer. i also recommend installing a slope and adding steel to flat portion of roofing over the garage.	1.0	$6,000.00	$6,000.00
trash out/demo clear trash and any debris from demo. this property is full of trash left over from previous owner. demo portions include but not limited to any wall with moisture damage ceilings, building grounds and any units that come with this property.	1.0	$7,000.00	$7,000.00
plumbing includes price of fixtures i would. I recommend installing pex pipes in exchange of all current plumbing. Having a manifold installed for ease of shut off for emergency situations and any future repairs or upgrades.	1.0	$10,000.00	$10,000.00
electrical current electrical situation is unknown but believe that budget is sufficient for any changes to code (currently talking with electricians)	1.0	$10,000.00	$10,000.00
flooring would suggest using luxury vinyl planks as flooring material in all rooms of this unit with only carpet installed in sleeping spaces	1.0	$6,000.00	$6,000.00
repair damaged walls and painting repairing of unit walls texture (knock down) with designer fan finish	1.0	$6,000.00	$6,000.00

on ceilings with the exception of the kitchen and room with fireplace.			
landscaping Clear any unwanted vegetation and add curb appeal. remove all suckilings and unwanted vegitation. adding mulch and perennial plants for ease of future maintenance. repair dilapidated fence power wash and restain.	1.0	$3,000.00	$3,000.00
repair double stall garage new roof new siding adding two doors for security and entry	1.0	$6,000.00	$6,000.00
new pocket windows (optional) replace all outdated windows with pocket windows	1.0	$5,000.00	$5,000.00
Appliances new Stove refrigerator dishwasher washer dryer	1.0	$6,000.00	$6,000.00
Bathroom fixtures new sink new vanity new bath and shower tub combos lvp flooring	1.0	$5,000.00	$5,000.00

Subtotal	$70,000.00
Total	**$70,000.00**

Notes:

If client agrees to the terms and pricing of this estimate a 15% contractor's fee will be applied

Prepared LeAnn M. Even, Deputy City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4323.

RESOLUTION NO. 2020-284

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH GOLDFINCH PROPERTIES, LLC, FOR THE REDEVELOPMENT OF A SINGLE FAMILY HOME LOCATED AT 1332 WALKER STREET, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID DOCUMENTS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, that the Development Agreement dated April 27, 2020, between Goldfinch Properties, LLC and the City of Waterloo, Iowa, for the redevelopment of a single family home located at 1332 Walker Street, is hereby approved, and the Mayor and City Clerk are authorized and directed to execute said document on behalf of the City of Waterloo, Iowa.

PASSED AND ADOPTED this 27th day of April 2020.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle
City Clerk

CERTIFICATE

I, Kelley Felchle, City Clerk of the City of Waterloo, Iowa, do hereby certify that the preceding is a true and complete copy of Resolution No. 2020-284 as passed and adopted by the City Council of the City of Waterloo, Iowa, on the 27th day of April 2020.

Witness my hand and seal of office this 27th day of April 2020.

Kelley Felchle
City Clerk

SEAL



Doc ID: 010028870002 Type: GEN
Recorded: 12/17/2020 at 02:45:11 PM
Fee Amt: $12.00 Page 1 of 2
Black Hawk County Iowa
SANDIE L. SMITH RECORDER
File 2021-00012970

*City of Waterloo

Prepared by Christopher S. Wendland, P.O. Box 596, Waterloo, IA 50703. 319-234-5701

AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement (the "Amendment") is entered into as of September 28, 2020 by and between Goldfinch S&M Properties LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. Company and City are parties to that certain Development Agreement dated as of April 27, 2020 (the "DA") concerning the development of property as described in the Agreement. The DA has been filed in the land records of Black Hawk County as Doc. No. 2021-01069.

B. The parties desire to amend the DA to modify the terms as set forth in this Amendment.

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

1. Section 3 of the DA is amended to strike the second sentence thereof in its entirety and to replace such sentence with the following: "Subject to Unavoidable Delays (defined below), Company must obtain a building permit and begin construction of the Improvements within one (1) month from the date of that it receives title to the Property from City (the "Project Start Date"), and Substantially Complete rehabilitation by September 30, 2021 (the "Project Completion Date")."

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

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

120.00 XKK (12) 2

CITY OF WATERLOO, IOWA

By: Quentin Hart
Quentin Hart, Mayor

Attest: Kelley Felchle
Kelley Felchle, City Clerk

GOLDFINCH S&M PROPERTIES LLC

By: Stanley V. Evans
Stanley V. Evans, CEO

Preparer
Information Christopher S. Wendland P.O. Box 596, Waterloo, IA 50704 (319) 234-5701

Address tax statement to City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703.
Return deed to:

SPECIAL WARRANTY DEED

For the consideration of One and 00/100 Dollars ($1.00) and other valuable consideration, Goldfinch S&M Properties, LLC does hereby convey to City of Waterloo, Iowa the following described real estate in Black Hawk County, Iowa:

The West half of the West half of Lot "F" in "Cedar Dale", in Black Hawk County, Iowa (now in the City of Waterloo, Iowa), except the Northerly 330 feet thereof, and except that part described as follows: Commencing at the Southeast corner of the West half of the West half of said Lot "F"; running thence North along the East line of the West half of the West half of said Lot "F" a distance of 210 feet; thence at right angles in a Westerly direction a distance of 60 feet; thence South along a line parallel with the East line of the West half of the West half of said Lot "F" a distance of 210 feet to the North line of Walker Street; thence East to the point of beginning.

Deed for reverter of title pursuant to Section 4 of Development Agreements between grantor and grantee recorded July 16, 2020 as Doc. No. 2021-1069. Consideration less than $500.00. Exempt from real estate transfer tax, declaration of value and groundwater hazard statement.

The grantor hereby covenants with grantees, and successors in interest, to warrant and defend the real estate against the lawful claims of all persons claiming by, through, or under it, except as may be stated above.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

STATE OF IOWA)
) ss:
BLACK HAWK COUNTY)

Acknowledged before me on _____, 2022, by Quentin M. Hart and Kelley Felchle as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, as attorney-in-fact for Goldfinch S&M Properties, LLC.

_____
Notary Public

Dated: _____, 2022

GOLDFINCH S&M PROPERTIES, LLC, by City of Waterloo, Iowa, as attorney-in-fact

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/6/2022
Prepared: 8/24/2022

ATTACHMENTS:

	Description	Type
	agreement	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager
Recommended Action:	Approve Resolution
Summary Statement:	Public Works and Waste Management terminated the contract with Aramark because of dissatisfaction as of October 31, 2022. Unifirst is a Sourcewell entity so bidding was not necessary for a vendor to be chosen.
Expenditure Required/Source of Funds:	Road Use Tax, Sewer, Sanitation and General Funds Please see agreement for expenses.

UniFirst Sourcewell

NEW ACCOUNT ☐ EXISTING ACCOUNT ☐

INSTALLATION DATE _____
MM/ DD/ YYYY

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) City of Waterloo LOC. NO. _____

ADDRESS 625 Glenwood Street ROUTE NO. _____

Waterloo, Iowa 50703 DATE 08/10/22

PHONE 319-291-4440 SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED

ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/NON-STANDARD[1]	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE[2]
0102 – LS Standard Shirt 0202 – SS Standard Shirt 023C – SS High Vis Shirt		1 1 1			$0.16 $0.14 $0.28			
013C – LS High Vis Shirt 03QR – FR IQ shirt 11KT – FR IQ Jeans		1 1 1			$0.32 $0.67 $0.62			
1002 – Uniform Pants 1091 – Classic Jeans 76GA – 3x5 Great Impressions Mat		1 1 1			$0.22 $0.25 $1.20			
76GB – 4x6 Great Impressions Mat 76GC – 3x10 Great Impressions Mat UM28 – 3x5 Safety Mat		1 1 1			$1.92 $2.40 $1.35			
UL16 – 4x6 Logo Mat 8023 – Shop towels 7521 – Fender Covers		1 1 1			$3.12 $0.05 $0.52			
6215 – Roll Towels 9993 – Roll Towel Cabinet 8523 – Towels		1 1 1			$4.95 $0.00 $0.30			

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

OTHER CHARGES	AMOUNT
Garment preparation per piece	$0.75
Name emblem per piece	$0.45
Company emblem & American flag per piece	$1.50
Direct Embroidery: Wearer name per piece	
Company name per piece	

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	
Special cuts per piece	
Restock/Exchange per piece	
Automatic Wiper Replacement	2% @ $0.26
Automatic Towel Replacement	2% @ $2.14
DEFE (See description on reverse side)	$3.50

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge[3] ☐

COMMENTS

Sourcewell #2491. All prep, emblem and special size charges waived at initial install. This master agreement includes Public Works and Waste Management.

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.[4]

The undersigned agrees to the attached Customer Service Agreement Terms and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

SALES REP: David Beckett 08/10/22
SALES REP (Print Name) DATE

ACCEPTED: _____
CUSTOMER (Signature) DATE

CUSTOMER (Print Name and Title)

EMAIL

ACCEPTED[5]: _____
LOCATION MANAGER (Signature) DATE

LOCATION MANAGER (Print Name and Title)

[1] Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
[2] Merchandise which is Val-U-Leased is not cleaned by UniFirst.
[3] Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.
[4] All returned checks and declined credit/debit cards subject to $35 processing fee.
[5] This Agreement is effective only upon acceptance by UniFirst Location Manager.

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property, and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation, and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil, and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty, or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries, or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") *Merchandise* supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. (* *Poly-bag services incur additional charges.)*

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed), pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees, and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special, or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/6/2022
Prepared: 8/24/2022

ATTACHMENTS:

	Description	Type
	Cont 1050_Virden Creek Drainageway PSA	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Recommended Action:	
Summary Statement:	Update to the Virden Creek Drainageway plans that will be part of North Crossing construction.
Implementation, Accountability, and Communication:	

VIRDEN CREEK TRIBUTARY DRAINAGEWAY IMPROVEMENTS
CITY OF WATERLOO, IOWA PROFESSIONAL SERVICE AGREEMENT

This Agreement is made and entered by and between Willett, Hofmann and Associates, Inc. (previously Ament, Inc.), 625 32nd Avenue SW, Cedar Rapids, Iowa, hereinafter referred to as "WHA" and City of Waterloo, Iowa, hereinafter referred to as "CLIENT."

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

I. SCOPE OF SERVICES

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

II. WHA'S RESPONSIBILITIES

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

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

(b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control. Schedule shall be as defined in Exhibit B.

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

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

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

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

III. CLIENT'S RESPONSIBILITIES

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

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

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

IV. INDEMNIFICATION

WHA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees (collectively, CLIENT) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by WHA's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom WHA is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless WHA, its officers, directors, employees and subconsultants (collectively, WHA) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable.

Neither the CLIENT nor WHA shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

V. INSURANCE

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

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

(b) Commercial General Bodily Injury and Property Damage Liability and Automobile liability insurance including (owned, non-owned, or hired), each in a combined single limit of One Million Dollars ($1,000,000) each occurrence for bodily injury and property damage liability. This policy includes Contractual Liability coverage. WHA agrees to name CLIENT as Additional Insured on this policy, but only to the extent of WHA's negligence under this Agreement and only to the extent of the insurance limits specified herein.

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

WHA agrees to provide CLIENT with certificates of insurance evidencing the above described coverage prior to the start of Services hereunder and annually thereafter if required. WHA shall provide prompt notice to the CLIENT in the event of cancellation, material change, or nonrenewal per standard ISO Acord Form wording and the policy provisions.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation associated with the final drainage way design is a not-to-exceed fee of Eighty-two Thousand Five hundred Fifty Dollars and no cents ($82,550.00). The fee is broken down in Exhibit B and the standard hourly rates are outlined in Exhibit C.

A contingency amount of $4,000.00 has been established for this Agreement and the maximum amount payable under this agreement is $86,550.00. Written request by WHA indicating the need and written approval by the CLIENT are needed prior to usage of the contingency amount.

The CLIENT agrees to pay for all services performed and all costs incurred by WHA. Invoices for services shall be submitted either upon completion of such services or on a monthly or otherwise regular or logical basis. Invoices shall be due and payable within 30 days of invoice date. CLIENT shall notify WHA of any objections to the invoice within five (5) working days of receipt. Payment of any invoice indicates CLIENT's acceptance of this Agreement and satisfaction with the services provided. Payment of invoices is in no case subject to unilateral discounting, back charges, or set offs by the CLIENT, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge on the unpaid balance. In the event that any portion of an account remains unpaid after 120 days after the invoice date, WHA may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

VII. TERMINATION

In the event of termination, suspension or abandonment of the project, WHA shall be equitably compensated for services performed. Either the CLIENT or WHA may terminate this Agreement after giving no less than seven (7) days' written notice if the other party substantially fails to perform in accordance with the terms of the Agreement.

VIII. OWNERSHIP OF DOCUMENTS

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

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

IX. MEANS AND METHODS

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

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

X. INDEPENDENT CONTRACTOR

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

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, title to, ownership of, legal responsibility and liability for any and all pre-existing contamination shall at all times remain with CLIENT. "Preexisting contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by WHA. CLIENT agrees to release, defend, indemnify and hold WHA harmless from and against any and all liability which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from WHA's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. WHA shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage,

transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination. In the event that WHA executes or completes any governmentally required forms relating to regulated activities including but not limited to storage, generation, treatment, transportation, handling or disposal of hazardous or toxic materials, WHA shall be and be deemed to have acted as CLIENT's agent.

For WHA's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide WHA with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. LIMITATION OF LIABILITY

CLIENT agrees that WHA's liability for the act, error or omission in its performance of services under this Agreement shall in no event exceed the amount of the total compensation received by WHA. It is intended by the parties to this Agreement that WHA's services in connection with the project anticipated herein shall not subject WHA's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project.

XIII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then WHA and the CLIENT agree to submit the dispute to mediation. In the event WHA or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by WHA and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and WHA may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

XIV. MISCELLANEOUS

(a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits

hereto, the terms and provisions of this contract document shall control. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

(b) This Agreement shall be governed by the laws of the State of Iowa.

(c) WHA may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve WHA of any of its obligations under this Agreement.

(d) In no event shall either party be liable to the other for indirect or consequential damages, including, but not limited to, loss of use, loss of profit or interruption of business, whether arising in contract, tort (including negligence), statute, or strict liability.

(e) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.

(f) This Agreement gives no rights or benefits to anyone other than CLIENT and WHA and does not create any third-party beneficiaries to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT	**APPROVED FOR WILLETT, HOFMANN AND ASSOCIATES, INC.**
By: _____	By: Jordan Primus
Printed Name: _____	Printed Name: Jordan K. Primus, P.E.
Title: _____	Title: Cedar Rapids Office Manager
Date: _____	Date: 8/16/2022

EXHIBIT A

Scope of Services

We will provide the following scope of services, performed by Willett, Hofmann, & Associates, Inc. (WHA) in accordance with generally accepted standards of practice and including the services and supplies necessary to perform the tasks listed below.

The Project involves: project management; utility coordination; limited research and data collection; preliminary, check, and final design, based on the conceptual and preliminary design previously performed by Ament, Inc.; preparation of updated Contract Documents [plans, specifications (special provisions, if needed), and cost opinion]; assistance with permit application(s); and control surveys. The following provides a description of the tasks to be performed and identification of the proposed work.

I. Project Management

A. Project Team Design Re-Start Meeting – This meeting shall include members of the Project Team (WHA and CLIENT). The goal of the meeting is to understand the Project's history since June 2013, when initial Project design services were suspended by the CLIENT; to determine the status of the property acquisitions previously identified by Ament, Inc. as being required for Project construction; to verify current Project limits; to define and clarify the CLIENT's requirements for the Project; and to determine the scope of services that are to be provided by WHA and those that are to be provided by others, such as the CLIENT or the developer of the land abutting the Project corridors; obtain available data; develop a detailed Project plan regarding data delivery and format; and discuss and clarify key Project issues.

B. Project Administration – This task involves tracking the Project design schedule throughout the length of the design services phase, monitoring the Project Scope of Work and reviewing the Quality Control Plan.

- Coordination with Other Consultants: This task involves coordinating and sharing work done on the Project with other Consultants working in the same area.

- Monitoring Schedule: If the Project is not on schedule, WHA will present an approach for bringing the Project back on schedule.

- Monitor Project Scope: This will be done to identify needed services that are not included in the scope of the design services contract. WHA will make the CLIENT's representative aware of potential change orders to the design contract before the additional services are performed.

- Quality Control Plan – This task involves establishment of review and checking procedures for Project deliverables. The WHA Project Manager will designate responsibility for implementation of the plan.

C. Project Design Review Meetings – This task involves attendance by WHA at Project design review meetings with representatives of the CLIENT. Up to two (2) meetings are anticipated. WHA will keep, prepare, and distribute minutes of meetings to attendees in a timely manner. The purpose of these review meetings will be to:

1. present design issues,
2. request that additional information be provided by the CLIENT and/or obtain clarification of information that has been provided by the CLIENT,

3. identify issues that have developed during Project design, options to address these issues, advantages and disadvantages of these options, and the option that WHA recommends,
4. update the Project schedule, discuss Project progress, and notify the CLIENT whether the Project is on schedule,
5. present an approach for bringing the Project back on schedule, if it is behind schedule, and
6. inform the CLIENT of needed design services not included in the scope of the design services contract.

D. Coordination with Utilities and Other Affected Entities – This task is intended to provide for the necessary coordination with other users of the Project corridor – primarily franchise and public utilities. Ongoing input and related design consideration shall be included in the development of the design plans. This task includes:

1. Check and final plan submittals to utility companies for review of design impacts; and
2. On-site field reviews, as needed.

II. Research and Data Collection

A. Research and Data Collection

1. Aerial Photography and Topography – PERFORMED PREVIOUSLY BY AMENT, INC. – NOT INCLUDED IN SCOPE.

2. Record Drawing Research – The purpose of this item is to research and collect the record drawings available for the improvements affecting the Project area or those directly affected by the Project design. This shall include both public and private improvement record drawings. This item shall also include the collection of available site plans for properties adjacent to the Project corridor.

   This item also includes research of real estate mapping and other databases for existing plats and survey records to determine property ownership adjacent to the right-of-way of the Project corridors.

3. Encroachment Research – PERFORMED PREVIOUSLY BY AMENT, INC. – NOT INCLUDED IN SCOPE

4. Utility Research – This item includes research with the franchise utilities (gas, electric, telephone, cable television, fiber optic, etc.), and public utilities (sanitary sewer; storm sewer; and water main) for information within the Project area regarding transmission and distribution lines and service laterals. This includes information related to existing facilities and facilities planned for construction during the design life of the proposed improvements.

5. Soil Data Collection – PERFORMED PREVIOUSLY BY AMENT, INC. – NOT INCLUDED IN SCOPE.

6. Horizontal Control Surveys – This item includes establishing up to six (6) horizontal control points, referenced to Iowa State Plane Coordinates, North Zone, as determined from the Iowa RTN.

7. Vertical Control Survey – This item includes establishing up to six (6) vertical control points, referenced to 1988 NGVD through GPS observation (accuracy ± 0.10 feet), with corridor benchmarks to be run using digital level closed level loop with second-order, Class I NGS accuracy.

8. Reference Ties – This item includes the acquisition and documentation of reference ties for the horizontal control points for use in the recovery of these control points. Each temporary horizontal control point sketch will be recorded in the design plans. These sketches will include the X, Y values, monument description, monument name, and a sketch showing ties to at least three (3) natural or manmade objects. The X, Y, Z values of the vertical control points will be recorded in the design plans also.

9. Property Surveys – PERFORMED PREVIOUSLY BY AMENT, INC. – NOT INCLUDED IN SCOPE.

10. Utility Surveys - PERFORMED PREVIOUSLY BY AMENT, INC. – NOT INCLUDED IN SCOPE.

11. Topographic Surveys – PERFORMED PREVIOUSLY BY AMENT, INC. – NOT INCLUDED IN SCOPE.

Update Preliminary Plans Previously Developed by Ament, Inc. using MicroStation CAD Software
The Project will be designed utilizing Iowa Statewide Urban Design and Specifications (SUDAS) standard specifications.

A. Design Services – This task includes the drafting and design tasks necessary to perform the determination of the location and dimensions of the proposed facilities.

1. Verify Recommended Concept – This task includes a review of the conceptual design layout prepared by the CLIENT for the proposed drainageway project. This includes determination of the need for construction of a Portland cement concrete (PCC) cunette in the bottom of the drainageways and the possible use of geotextile fabric materials to provide steeper channel slopes for the drainageways. These design modifications could significantly reduce the Project's footprint and its construction cost.

2. Photographic / Video Review of Project Corridor – PERFORMED PREVIOUSLY BY AMENT, INC. – NOT INCLUDED IN SCOPE.

3. Preparation of Base Information – This task includes the collection of the information of the research and data collection phase and the reduction of topographic and boundary survey data (and geotechnical and environmental information) to prepare / update Project drawings to current CAD software requirements. This task may also include the preparation of a triangulated irregular network for the use in development of the Project design. The plan drawings will be prepared to an appropriate scale, such as 1" = 40", for 11" x 17" half-size sheets, using standards for line types and symbols. Scales smaller or larger than this will be used as appropriate for the work involved. Certain base sheets may be prepared utilizing aerial photography obtained from the CLIENT as a background.

4. Review Design Standards – This task includes the review of the design standards applicable to the development of the Project.

5. Typical Cross Section(s) – This task includes the development of updated typical cross section(s) for the Project drainageway corridor(s) indicating the type, width, and thickness of cunettes and subbases, cross slopes, and details of walls and curbs, if proposed.

6. Horizontal and Vertical Alignment – PERFORMED PREVIOUSLY BY AMENT, INC. – NOT INCLUDED IN SCOPE.

7. Cross Sections – This task includes the development and updating of cross sections and the determination of earthwork quantities utilizing templates based on the drainageway typical sections and the horizontal and vertical alignments developed for the Project corridor(s). Any proposed drainageway crossing(s) will be included in the cross sections. Cross sections will be developed at 50-foot intervals at a scale of not greater than 1" = 20' horizontally and 1" = 10" vertically for 11"x17" (half-size) sheets.

8. Culverts – PERFORMED PREVIOUSLY BY AMENT, INC. – NOT INCLUDED IN SCOPE.

9. Relocation of Existing Private Utilities – This task includes the determination of the right-of-way and/or easement needs to accommodate required relocations of the existing private utilities within the drainageway corridor(s), as identified by either WHA or the utility companies during the development of the drainageway design.

10. Drainageway Crossing(s) Geometry – This task includes the determination of the detailed horizontal and vertical geometry for the proposed crossing(s) of the drainageway corridor(s). Details will include station locations; centerline angles; dimensions, grades; and spot elevations.

11. PCC Flume and Cunette Joint Layout – This task includes the determination of the proposed joint layout for the drainageway PCC flume and the PCC cunettes, if used.

12. Erosion Control Plan – This task includes the development of an erosion control plan for the Project. The plan shall identify the type, size, and location of proposed erosion control elements referencing SUDAS standards.

13. Storm Water Pollution Prevention Plan (SWPPP) – This task includes the development of a storm water pollution prevention plan (SWPPP) for the Project, if required, based on the extents of the Project.

14. Traffic Control Plan – This task includes the development of a traffic control plan for the Project – for the closure of East 4th Street during Project construction.

15. Prepare Permit Applications – This task includes the preparation and submittal to the CLIENT of permit applications (and required exhibits) necessary to commence with the construction of the proposed improvements. The permit that is anticipated is 1) a Joint Application Form to the U.S. Army Corps of Engineers and the Iowa Department of Natural Resources for a Section 404 Nationwide Permit for wetlands impacts. NOT INCLUDED IN THE SCOPE is a permit application for a National Pollutant Discharge Elimination System (NPDES) General Permit No. 2 from the Iowa Department of Natural Resources, since the area of land disturbed by the proposed Project will exceed one (1) acre. This permit applications will be prepared by the CLIENT or others. The CLIENT will be responsible for submittal of permit applications to the permitting agencies and payment of any permit fees.

16. Budget Review (Updated Engineer's Opinion of Anticipated Construction Cost) – This task includes the development of an updated Project quantity take-off and the application of unit prices reasonable for the scope, schedule, and anticipated job site conditions. The revised total Project expenditures shall be reviewed and compared to the original Project budget. A discussion of the adequacy of the existing budget shall be made. If the budget is not adequate for some reason, options shall be evaluated, and a recommendation shall be made to address the budget issue.

17. Quality Review – This task includes an office review by the design team, regarding the quality of the design Contract Documents developed to date. The accuracy and completeness of the documents shall be scrutinized to minimize the need for future modifications to the design. Any necessary modifications shall be included in the documents following the quality review by the designer and prior to continuing to the next step.

18. Updated Preliminary Plan Submittal – This item includes the submittal of the appropriate number of copies of the updated Preliminary Plans to the CLIENT.

    For the check design review meeting, check design plans will be prepared to 80% development of the Project design. The check plans will include:

    - Title Sheet
    - General Notes and Legend and Symbol Information Sheet
    - Preliminary Typical Cross Section Sheet(s)
    - Preliminary Special Details Sheet(s) for PCC Flume and Culvert Headwalls, including Reinforcing Bar Schedules and Bent Bar Details.
    - Preliminary Coordinate Geometry for Drainageway(s)
    - Plan-and-Profile Sheet(s) with Culvert Type, Size, and Locations
    - Reference Ties and Benchmarks Sheet(s)
    - Traffic Control Plan Sheet(s)
    - Removals Sheet(s)
    - Erosion Control Plan Sheet(s)
    - Storm Water Pollution Prevention Plan (SWPPP) Sheet(s)
    - Cross Section Sheet(s)

19. Field Reconnaissance – NOT INCLUDED IN SCOPE.

III. Check Plans

A. Check Plans – This item includes the addition of information to the updated Preliminary Plans, the incorporation of the updated Preliminary Plan review comments to develop more fully the Contract Documents, and the development of specifications/special provisions, if needed. A draft Project Manual, including front-end documents, is NOT INCLUDED IN SCOPE.

1. Addition of Text / Information to Drawings – This task includes the addition of information and text to the drawings to provide for more detailed location and dimension information. Information related to quality of workmanship and quality of materials shall be included in the Project specifications or special provisions.

2. Develop Special Details – This item includes the design and drafting of special Project details. Standard details shall be included by reference only.

3. Develop Special Provisions – This task includes the development of Special Provisions, if necessary, to supplement the Standard Specifications.

4. Quality Review by the Designer – This task includes a detailed review of the information included in the drawings and in the Special Provisions. Any discrepancies discovered shall be resolved prior to continuing to the next step.

5. Budget Review (Updated Engineer's Opinion of Anticipated Construction Cost) – This item includes a refinement of the previous quantity take-offs developed for the standard bid items. Revisions to any unit prices, as is appropriate based on additional information, shall occur as part of this task. A comparison of the current total Project budget with the allocated resources shall be made. The need to resolve any discrepancies shall be evaluated and recommendations to address any budget issues shall be made as part of this task.

6. Check Plan Submittal – This item includes the submittal of the appropriate number of copies of the Check Plans; Draft Special Provisions; and Updated Engineer's Opinion of Anticipated Construction Cost to the CLIENT.

B. Final Plans – This item includes the modification of the Check Plans and Draft Special Provisions to incorporate the Check Plan review comments and to finalize the Contract Documents.

1. Incorporate Permit Requirements – This task includes the incorporation of information in the appropriate location related to the requirements of the applicable permit(s) identified above and issued for the Project. Location and dimension information shall be placed on the drawings. Quality of workmanship and quality of materials information shall be placed in the Special Provisions.

2. Refine Special Provisions – This task includes the refinement of the Special Provisions, if necessary, to supplement the Standard Specifications.

3. Quality Review by the Designer – This task includes a detailed review of the information included in the drawings and in the Special Provisions. Any discrepancies discovered shall be resolved prior to continuing to the next step.

4. Budget Review (Final Engineer's Opinion of Anticipated Construction Cost) – This item includes a refinement of the previous quantity take-off developed for the standard bid items. Revisions to any unit prices as is appropriate based on additional information shall occur as part of this task. A comparison of the current total Project budget with the allocated resources shall be made. The need to resolve any discrepancies shall be evaluated and recommendations to address any budget issues shall be made as part of this task.

5. Assist with Development of Project Schedule – WHA will provide input to CLIENT to assist with determination of anticipated length of Project construction schedule, intermediate (milestone) completion dates, etc., if necessary.

6. Final Plan Submittal – This item includes the submittal of the appropriate number of copies of the Final Plans; Final Special Provisions; and Final Engineer's Opinion of Anticipated Construction Cost to the CLIENT.

   The plan sheets that are anticipated for inclusion in the Final Plan set are listed below:
   - Title Sheet
   - General Notes and Legend Sheet

- Typical Cross Section Sheet(s)
- Special Details Sheet(s) for PCC Flume and Culvert Headwalls
- Quantities and Tabulations Sheet(s) including Coordinate Geometry for Drainageway(s)
- Plan-and-Profile Sheet(s) with Culvert Type, Size, and Locations and Drainageway Crossing(s) Type, Size, and Locations
- Reference Ties and Benchmarks Sheet(s)
- Traffic Control Plan Sheet(s)
- Removals Sheet(s)
- Erosion Control Plan Sheet(s)
- Storm Water Pollution Prevention Plan (SWPPP) Sheet(s)
- Cross Section Sheet(s)

IV. Contractor Procurement

A. Post-Design Period Activities

1. Answer Questions from Contractors – After submittal of Final Plans to the CLIENT, clarification of items in question will be provided to assist the CLIENT in answering questions from Contractors.

DELIVERABLES

We will provide the following deliverables:

1. Minutes of Project review meetings to meeting attendees.
2. Monthly progress reports (submitted with Project invoices) to CLIENT.
3. Updated Preliminary Plans: One (1) set of preliminary plans, submitted in 11”x17” (half-size) format as an electronic PDF file, and one (1) preliminary Engineer's Opinion of Anticipated Construction Cost, submitted as an electronic Microsoft Excel file, along with accompanying transmittal letter or e-mail, to CLIENT.
4. Check Plans: One (1) set of check plans, submitted in 11”x17” (half-size) format as an electronic PDF file; one (1) set of draft Special Provisions, if needed, submitted as an electronic Microsoft Word file; and one (1) updated Engineer's Opinion of Anticipated Construction Cost, submitted as an electronic Microsoft Excel file; along with accompanying transmittal letter or e-mail, to CLIENT.
5. Final Plans: One (1) set of reproducible final plans, submitted in 11”x17” (half-size) format as an electronic PDF file; one (1) set of final Special Provisions, if needed, submitted as an electronic Microsoft Word file; one (1) updated Engineer's Opinion of Anticipated Construction Cost, submitted as an electronic Microsoft Excel file; along with accompanying transmittal letter or e-mail, to CLIENT; and the required number of plan set title sheets and special provision certification pages with certification seals, dates, and original signatures of the certifying WHA engineer.
6. One (1) copy of each permit application, if any, submitted as an electronic PDF file or Microsoft Word file to CLIENT.
7. One (1) copy of survey field notes including utility structure inspection reports, if any, submitted as an electronic PDF file to CLIENT.
8. If requested, Project drawings as electronic AutoCAD files. Electronic files of Project base mapping will include existing control point, property boundary, and topographic information; contour information; and proposed design features.

CLIENT RESPONSIBILITIES

The CLIENT shall provide the following material and information related to the Project:

A. Information pertaining to the horizontal and vertical control for the Project, if available.

B. Latest aerial photography for the Project area.

C. Latest aerial topographic mapping for the Project, if available.

D. PDF files of GIS data (or photocopies) of sewer utility records, water utility records, storm sewer utility records, traffic signal records, roadway construction records; miscellaneous utility records (as available), and record drawings for adjacent improvements.

E. Site plans for adjacent properties.

F. Contractor bid prices from recent similar projects let by the CLIENT.

G. Attend design re-start meeting, design review meetings, and other job-related meetings, such as field reviews, if conducted.

EXHIBIT B

SCHEDULE

We will begin our services immediately after receipt of the executed Agreement, which will serve as a notice to proceed.

We will complete our services by within six (6) weeks of receipt of Notice to Proceed unless we are delayed by events, which are beyond our reasonable control.

COMPENSATION

We will provide the above Scope of Services for a Not-to-Exceed Fee amount of Eighty-two Thousand Five Hundred Fifty Dollars and No Cents ($82,550.00).

Control Surveys -	$ 2,650.00
Drainageway Design -	$76,100.00
Contractor Procurement -	$ 3,800.00
Total -	$82,550.00

The Agreement amount indicated is for the tasks identified in the Scope of Service section above and does not include any tasks listed in the Additional Services section below. If, at any time during the work, WHA determines that its actual costs will exceed the anticipated Agreement amount, it will promptly so notify the CLIENT's Contract Administrator in writing and describe what costs are causing the overrun and the reason. Overruns and additional expenses must receive CLIENT's City Council approval to be valid.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Assistance with preparation of permit application(s) other than those listed above that are required for Project construction.
2. Construction surveys and other construction phase services, such as construction observations and construction administration.

EXHIBIT C

STANDARD HOURLY RATES

CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
President & General Manager	$200.00	$310.00	Regular Rate
Principal Engineering Manager	$170.00	$260.00	Regular Rate
Engineering Manager	$130.00	$260.00	Regular Rate
Civil Engineer IV	$130.00	$200.00	Regular Rate
Civil Engineer III	$110.00	$190.00	Regular Rate
Civil Engineering Intern II	$105.00	$160.00	Regular Rate
Civil Engineering Intern I	$90.00	$140.00	Regular Rate
SPP Civil Engineer I, II, III, IV	$90.00	$200.00	Regular Rate
Engineering Intern	$55.00	$80.00	Regular Rate
Principal Architectural Manager	$130.00	$210.00	Regular Rate
Architect IV	$120.00	$190.00	Regular Rate
Architect III	$110.00	$170.00	Regular Rate
Architectural Intern II	$90.00	$150.00	Regular Rate
Architectural Intern I	$80.00	$130.00	Regular Rate
SPP Professional Architect I, II, III, IV	$80.00	$190.00	Regular Rate
Principal Prof. Land Surveyor Manager	$110.00	$180.00	Regular Rate
Prof. Land Surveyor Manager	$120.00	$180.00	Regular Rate
Prof. Land Surveyor IV	$90.00	$150.00	Regular Rate
Prof. Land Surveyor III	$90.00	$140.00	Regular Rate
Prof. Land Surveyor (SIT) II	$80.00	$130.00	Regular Rate
Prof. Land Surveyor (SIT) I	$80.00	$130.00	Regular Rate
SPP Professional Land Surveyor I, II, III, IV	$80.00	$150.00	Regular Rate
Technician IV	$80.00	$140.00	1.3 x Regular Rate
Technician III	$70.00	$130.00	1.3 x Regular Rate
Technician II	$70.00	$110.00	1.3 x Regular Rate
Technician I	$60.00	$100.00	1.3 x Regular Rate
SPP Technician I, II, III, IV	$60.00	$140.00	1.3 x Regular Rate
Survey Worker Foreman	$80.00	$130.00	1.3 x Regular Rate
Survey Worker	$80.00	$130.00	1.3 x Regular Rate
Survey Worker Intern	$50.00	$65.00	1.3 x Regular Rate
Administrative Assistant	$50.00	$90.00	1.3 x Regular Rate
SPP Administrative Assistant	$50.00	$90.00	1.3 x Regular Rate
Human Resource Assistant	$50.00	$90.00	1.3 x Regular Rate
Bookkeeper	$60.00	$110.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/6/2022
Prepared: 8/25/2022

ATTACHMENTS:

	Description	Type
🗋	Memo to Mayor and Council	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Brian Bowman, Treatment Operations Supervisor
Recommended Action:	Approve Contract, Bonds and Certificate of Insurance with Clean Infusion LLC
Expenditure Required/Source of Funds:	$538,800.00 Sewer Funds

CITY OF WATERLOO, IOWA

WASTE MANAGEMENT SERVICES DEPARTMENT

3505 Easton Ave. • Waterloo, IA 50703 • Phone (319) 291-4553

Date: August 25, 2022

To: Waterloo Mayor and City Council

From: Brian M Bowman-Operations Supervisor Waste Management Services

Re: Resolution Approving Contract, Bonds and Certificate of Insurance for F.Y. 2023 Final Clarifier No. 3 Rehabilitation Project (Contract 1067).

Background Discussion

Final Clarifier No. 3 on the Easton treatment plant has been functioning in a limited capacity since August of 2017. Final clarifiers have a lower scraping mechanism that removes accumulated solids from the bottom of the unit and a skimmer arm that removes floating materials from the top. The removal of these solids ensures compliance with Iowa DNR (IDNR) permit regulations to avoid violations and potential fines. The Iowa DNR listed this project as a requirement on the Waste Water Treatment Facility Inspection in 2021. The Iowa DNR clearly stated that this Clarifier must be repaired to ensure the facility doesn't continue to operate with diminished treatment capabilities.

This has been a multi-staged project that first included a De-Watering Project (completed December 2020) so that a complete condition assessment could be made. The Condition Assessment was conducted in June 2021 by Strand and Associates of Madison Wisconsin.

Findings of the Condition Assessment revealed an approximately 11-foot long by 7-foot wide area of grout topping was missing in the southeast quadrant of the clarifier. Additional assessments found numerous Pressure Relief valves have failed. Soundings of the concrete base slab under the grout topping indicate the presence of unsound concrete in the slab material. The extent of the unsound base slab concrete will not be determined until the complete removal of the grout topping in the tank. The Engineer's Estimate of Cost was $700,000 and the winning bid came from Clean Infusion LLC at $538,800.00. This project is part of the approved Capital Improvements Program and is funded from the sewer fund.

For City Council considering on the September 6th regular meeting agenda is a resolution approving the Contract, Bonds and Certificate of Insurance with Clean Infusion LLC of Prussia Pennsylvania in the amount of $538,800.00

Recommended Action

It is recommended that the City Council approve the Contract, Bonds and Certificate of Insurance for the F.Y 2023 Final Clarifier Rehabilitation (Contract 1067) to Clean Infusion LLC at the September 6, 2022 City Council Regular Meeting.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 9/6/2022
Prepared: 9/1/2022

ATTACHMENTS:

	Description	Type
🗋	Cont 1069_PSA Amendment	Backup Material

SUBJECT: 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.

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

Recommended Action:

Summary Statement: See attached amendment for scope of services

Implementation, Accountability, and Communication:

Expenditure Required/Source of Funds:

AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Five Sullivan Brothers Convention Center Plaza Renovation & Memorial

AGREEMENT INFORMATION:
Date: August 31, 2022
Project No: 21-25083

AMENDMENT INFORMATION:
Amendment Number: 003

Date: August 31, 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

The Owner and Architect amend the Agreement as follows:

Eye Level Studio to provide additional services for the Memorial Final Design and Plaza Construction Review.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Memorial = $8,940; Plaza = $1,220 for a Total of: $10,160.00

See Exhibits A & B provided by Eye Level Studio and attached hereto.
Exhibit A (Addl Budget) & Exhibit B (Budget Clarification).

Schedule Adjustment:

N/A

SIGNATURES:

I & S Group, Inc. (ISG)	City of Waterloo
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
Nathan Compton, Architect/Project Manager	Quentin Hart, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
August 31, 2022	
DATE	**DATE**

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User Notes: (3B9ADA4A)

SULLIVAN MEMORIAL
BUDGET ESTIMATE

Eye Level Studio
Vandewalle & Associates

August 23, 2022

	Dean	Susan	Elona	
Task: Memorial Exhibit Final Design/Fabrication/Installation				
• Work sessions with Rebechini Studios	3	5		
• B-side design refinement	0	2		
• Material selection	0	3		
• Exhibit and panel layout	0	4		
• Artist supervision	0	2		
• Panel print preparation	0	6		
• Fabrication supervision	2	5		
• On-site fabrication check	8	8		
• Installation supervision	3	2		
• Project management	5	2		
TOTAL	**21**	**39**		
	$3,675	**$5,265**		**$8,940**
Task: Plaza Construction-related Review				
• Assist with final specifications of work and products	1		1	
• Review documents	3		3	
TOTAL	**4**		**4**	
	$700		**$520**	**$1,220**
GRAND TOTAL				**$10,160**

Waterloo Sullivan Brothers Memorial Project – Eye Level Studios

This document is intended to provide clarity on the request for more funds to complete the Sullivan Brothers Memorial Project.

Original Contract Amount: $46,200 – Complete Scope of Work is attached for reference

Supplemental Budget Request: $10,160

Tasks that still <u>need completed</u> from <u>original scope of work</u>	**<u>New</u> tasks that need finalized to complete project**	**<u>Out of scope tasks</u> we assisted City with that took us <u>over budget</u>**	**Tasks completed under ongoing implementation contract with City**

• Worksessions with Rebechini Studios
• B-side design refinement
• Material selection
• Exhibit and panel layout
• Panel print preparation
• Fabrication supervision
• Project management
	• Artist supervision
	• On-site fabrication check
	• Installation supervision
	
	Plaza:
	• Assist with final specifications of work and products
	• Review documents
		• Variety of B-side panel iterations ($3,900)
		• Designed more interpretive panels than originally budgeted for ($2,100)
		• Designed 3-D sculptural pieces rather than photo panels ($900)
		  ○ Originally budgeted for a photo panel exhibit
		  ○ Final deliverable became four two-sided 3-D sculptural pieces
		• Additional hardscape designs to create different experiences and a ceremonial central space ($1,300)
		• Fabricator search, interview, and selection ($1,200)
		• Fundraising presentation with voiceover ($1,000) https://vimeo.com/551999913/7725ba01b3
		• “Together” projector design and graphic simulation ($400)
		• Photo search process was more extensive than originally anticipated ($600)
		• Contract coordination between RSI, ISG, and City ($800)
		• Project stretched beyond anticipated timeframe
		  ○ Additional meetings and overall project management ($1,900)
		  ○ Additional reviews ($1,000)
		  ○ Designed and specified: custom seating ($600)
			• Prepared initial Sullivan Brothers “Vision” graphics
			• Assisted with Black Hawk Gaming Grant Application for Convention Center & Plaza
			  ○ Prepared narrative
			  ○ Assisted with cost estimates
			• Assisted with Van G. Miller Grant Application for Sullivan Brother Memorial & Plaza
			  ○ Prepared narrative
			  ○ Assisted with cost estimates

Request today (September 2022): $10,160			

Original Scope of Work - Attached for Reference

DRAFT
3.25.21

Proposed Scope of Services

Sullivan Brothers Memorial Design and Content Development

Project Management

- Establishment of Project Management Team (PMT), small design review group (5-6 people), to include ISG, Eye Level Studio, Sullivan Family representative, City of Waterloo representative
- Meetings with PMT to meet as often as needed (weekly to monthly throughout content development, exhibit design, and design development) (Estimated 3 meetings)
- Ongoing communication and project coordination with ISG
- Coordination of Sullivan Brothers Memorial site and feature design elements with ISG

1. Sullivan Brothers Memorial Content Development

- Additional research related to the Sullivan brothers' and family's story
- Discussions with Sullivan family representatives
- Compilation of photos and images for use on exhibits
- Confirmation of major storylines with the PMT
- Development of content sub-themes and storylines
- Text and graphic content development in preparation for incorporation into graphic and interpretive (or quotation) panels

* Deliverable: Sullivan Brothers Memorial interpretive report

2. Concept and Schematic Sullivan Brothers Memorial Site/Exhibit Design

- Development of Sullivan Brothers Memorial concept (for site and exhibits) based on interpretive content
- Coordination with the Waterloo Convention Center Plaza design
- Development of Schematic Site Plan including ground plane configuration, panel locations and configuration, and site features
- Schematic design of large graphic panels and support structures (defining the form and character of the structure and panels)
- Schematic design of interpretive (or quotation) panels (defining the form and character of the panels)

** Deliverables: Concept sketches and description, schematic site plan, site section, elevations of features, schematic details, preliminary materials selections*

3. Design Development of Sullivan Brothers Memorial Site/Exhibit

- Development of Design Development Site Plan and supporting technical design drawings including site section, elevations, details as necessary
- Design development of large graphic panels and support structures (Design refinement into dimensioned plans, sections, and details)
- Collaboration with ISG on structural elements of all exhibits
- Design development of interpretive (or quotation) panels (Design refinement into dimensioned plans and details)
- Directing of ISG on translation of Sullivan Brothers Memorial site plan and site-based features to ISG construction documents
- Directing of ISG or fabricator on translation of exhibit design to fabrication documentation

** Deliverables: Design Development Site Plan, site sections, elevations of features, developed details, materials selections*

4. Sullivan Brothers Memorial Exhibit Panels Layout and Fabrication Preparation **

- Integration of interpretive content into designed panel format
- Selection of panel fabrication materials and techniques
- Conceptual graphic panel layout
- Conceptual interpretive (or quotational) panel layout including templates for hierarchy of content, treatment of text and images
- Developed (not final) graphic panel layout
- Developed (not final) interpretive panel layout including treatment of text and images
- Review of fabricator shop drawings
- Submittal to PMT for final review

** Deliverables: Developed layouts (not final) of graphic and interpretive panels, comments on fabricator shop drawings*

Proposed Budget $46,200

Eye Level Studio

** Note: The exhibit fabricator (not Eye Level Studio) would perform the following tasks. This budget would be part of the anticipated allowance for Sullivan Brothers Memorial exhibits.

- Consultation on final panel fabrication and layout options
- Preparation of print-ready files for all panels
- Input on support structure design, mounting, and panel design related to fabrication
- Development of fabrication documents (i.e. shop drawings or equivalent) as necessary for fabrication
- Fabrication

CITY OF WATERLOO

Council Communication

Communication from the Airport on the notice of the conclusion of employment for Christopher Preston, Airport Ops Specialist, effective 8/5/2022 with recommendation of approval of payout of $9,101.91 for unused benefits.

City Council Meeting: 9/6/2022
Prepared: 8/9/2022

ATTACHMENTS:

	Description	Type
	Preston Payout	Backup Material

SUBJECT:	Communication from the Airport on the notice of the conclusion of employment for Christopher Preston, Airport Ops Specialist, effective 8/5/2022 with recommendation of approval of payout of $9,101.91 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO, IOWA

CITY HALL · 715 MULBERRY STREET 50703

Today's Date: 8/4/2022
Effective Date: 8/5/2022
Employment Date: 12/5/2015

To: *City Council Members*
Re: *Notice of Severance*

Department *Airport*
Job Title/Classification *Airport Ops Specialist*

This is to report that the employment of *Christopher Preston*
with the City of Waterloo has been severed by reason of:

- ☐ Retired
  Disability Related ☐ No ☐ Yes
- ☑ Resigned
- ☐ Termination
- ☐ Other

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Total Payout
Vacation-Accrued	71	$ 29.26		$ 2,077.46
Vacation-Current	90.07	$ 29.26		$ 2,635.45
Usable Sick Leave	8	$ 29.26	(x) 25%	$ 58.52
Frozen Sick Leave			(x) 60%	$ -
Personal Hours	48	$ 29.26		$ 1,404.48
Comp Time Pay	100	$ 29.26		$ 2,926.00
Unscheduled Leave		$ 29.26		$ -
Other Pay		$ 29.26		$ -
			Total Payment	$ 9,101.91

Comments: _____

Approved by _____ Date 8/3/2022

Human Resources Nicole Gisdeele Date 8/4/2022

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)
Clerk's Office will forward copy of approved form to Department and Human Resources

Updated 6/28/11

Council Agenda Date:_____ ☐ Accruals ☐ Status ☐ -9

CITY OF WATERLOO

Council Communication

Communication from the Police Department on the notice of the conclusion of employment for Brent Cirksena, Police Lieutenant, effective 8/4/2022 with recommendation of approval of payout of $44,805.83 for unused benefits.

City Council Meeting: 9/6/2022
Prepared: 8/9/2022

ATTACHMENTS:

	Description	Type
	Cirksena Payout	Backup Material

SUBJECT: Communication from the Police Department on the notice of the conclusion of employment for Brent Cirksena, Police Lieutenant, effective 8/4/2022 with recommendation of approval of payout of $44,805.83 for unused benefits.

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA

CITY HALL · 715 MULBERRY STREET 50703

Today's Date: 8/1/2022
Effective Date: 8/4/2022
Employment Date: 5/29/1990

To: *City Council Members*
Re: *Notice of Severance*

Department *POLICE*
Job Title/Classification *Police Lieutenant*

This is to report that the employment of *Brent Cirksena*
with the City of Waterloo has been severed by reason of:

- ☑ Retired
  - Disability Related ☑ No ☐ Yes
- ☐ Resigned
- ☐ Termination
- ☐ Other

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Total Payout
Vacation-Current	133.75	$55.35		$ 7,403.06
Vacation-Accrued	162.00	$55.35		$ 8,966.70
Usable Sick Leave	0.00	$55.35	(x) 25%	$ -
Personal Hours	33.75	$55.35		$ 1,868.06
Unscheduled Leave	0.00	$55.35		$ -
Unscheduled Overage	0.00	$55.35		$ -
Other Pay	480.00	$55.35		$ 26,568.00
			Total Payment	$ 44,805.83

Comments:

Approved by Capt. John P. [signature] Date 8/3/22

Human Resources Nicole Fischer Date 8-3-22

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)
Clerk's Office will forward approved form to Department

Council Agenda Date: 9/6/2022 ☐ AS/400 Status/Accruals ☐ I-9

CITY OF WATERLOO

Council Communication

Communication from the Finance Department on the notice of the conclusion of employment for Michelle Weidner, Chief Financial Officer, effective 9/1/2022 with recommendation of approval of payout of $12,240.66 for unused benefits.

City Council Meeting: 9/6/2022
Prepared: 8/26/2022

ATTACHMENTS:

	Description	Type
	Weidner Payout	Backup Material

SUBJECT: Communication from the Finance Department on the notice of the conclusion of employment for Michelle Weidner, Chief Financial Officer, effective 9/1/2022 with recommendation of approval of payout of $12,240.66 for unused benefits.

CITY OF WATERLOO, IOWA

CITY HALL · 715 MULBERRY STREET, WATERLOO, IA 50703

Today's Date: 9/1/2022
Effective Date: 9/1/2022
Employment Date: 2/1/2001

To: *City Council Members*
Re: *Notice of Severance*

Department *Finance*
Job Title/Classification *Chief Financial Officer*

This is to report that the employment of *Michelle Weidner*
with the City of Waterloo has been severed by reason of:

- ☑ Retired
  - Disability Related ☐ No ☑ Yes
- ☐ Resigned
- ☐ Termination
- ☐ Other

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Total Payout
Vacation-Accrued	134	$ 65.81		$ 8,818.54
Vacation-Current	16	$ 65.81		$ 1,052.96
Usable Sick Leave	16	$ 65.81	(x) 25%	$ 263.24
Frozen Sick Leave			(x) 60%	$ -
Personal Hours	24	$ 65.81		$ 1,579.44
Comp Time Pay		$ -		$ -
Unscheduled Leave				$ -
Other Pay	8	$ 65.81		$ 526.48
			Total Payment	$ 12,240.66

Comments: *2022 Birthday is Earned / Payable (Other Pay)*

Approved by [signature] Date 8/24/22

Human Resources Nicole Liscum Date 8/24/22

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)
Clerk's Office will forward copy of approved form to Department and Human Resources

Updated 6/28/11

Council Agenda Date:_____ ☐ Accruals ☐ Status ☐ -9

CITY OF WATERLOO

Council Communication

Communication from the Police Department on the notice of the conclusion of employment for Joel Fitzgerald, Police Chief, effective 8/19/2022 with recommendation of approval of payout of $16,543.73 for unused benefits.

City Council Meeting: 9/6/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Fitzgerald Payout	Backup Material

SUBJECT: Communication from the Police Department on the notice of the conclusion of employment for Joel Fitzgerald, Police Chief, effective 8/19/2022 with recommendation of approval of payout of $16,543.73 for unused benefits.

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA

CITY HALL · 715 MULBERRY STREET 50703

Today's Date: 8/31/2022
Effective Date: 8/19/2022
Employment Date: 6/1/2020

To: *City Council Members*
Re: *Notice of Severance*

Department *POLICE*
Job Title/Classification *Police Chief*

This is to report that the employment of *Joel Fitzgerald*
with the City of Waterloo has been severed by reason of:

- ☐ Retired
  Disability Related ☐ No ☐ Yes
- ☑ Resigned
- ☐ Termination
- ☐ Other

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Total Payout
Vacation-Current	101.00	$80.91		$ 8,171.91
Vacation-Accrued	84.00	$80.91		$ 6,796.44
Usable Sick Leave	16.00	$80.91	(x) 25%	$ 323.64
Personal Hours	50.00	$80.91		$ 4,045.50
Unscheduled Leave	0.00	$80.91		$ -
Unscheduled Overage	0.00	$80.91		$ (2,793.76)
Other Pay		$80.91		
			Total Payment	$ 16,543.73

Comments: *Employee wishes to keep service weapon and misc. other department issued equipment as well as personal moving expenses.*

Approved by Capt. Adam P. McClain Date 8/31/22

Human Resources Nicole Fischels Date 8/31/22

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)
Clerk's Office will forward approved form to Department

Council Agenda Date:_____ ☐ AS/400 Status/Accruals ☐ I-9

CITY OF WATERLOO

Council Communication

Board of Adjustment minutes of June 28, 2022.

City Council Meeting: 9/6/2022
Prepared: 8/17/2022

ATTACHMENTS:

Description	Type
minutes	Backup Material

SUBJECT: Board of Adjustment minutes of June 28, 2022.

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA
BOARD OF ADJUSTMENT MINUTES
REGULAR MEETING - 4:00 P.M. JUNE 28, 2022

The regular meeting of the City of Waterloo Board of Adjustment was called to order by Chairperson Condon at 4:00 p.m. via zoom and in-person in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: John Beckman, Jeri Thornsberry, and Brad Condon.

Members present electronically were: Craig Holdiman.

Members absent were: None.

Others present were: Lexi Blank, Aric Schroeder, & John Dornoff – Planning Department, and six citizens.

Others present electronically were: None.

I. Approval of the Agenda

It was moved by Thornsberry and seconded by Beckman to approve the agenda. Motion carried unanimously.

II. Approval of the Minutes from the regular meetings on May 24, 2022.

It was moved by Beckman, seconded by Thornsberry, to approve the minutes of the May 24, 2022 meeting. Motion carried unanimously.

III. Decision Items

1. Request by Brenden Etten for a variance to allow for the construction of a 200 square foot detached accessory structure (chicken coop) for a total of 3,144 square feet of accessory structures, 464 square feet over the maximum of 2680 square feet approved by prior variance, in an "A-1" Agricultural District, located at 3554 East Shaulis Road.

Blank read the staff report recommending tabling the request for a variance.

Thornsberry asked what the city's position is with the pandemic with everything shutting down in March 2020 and feels that there should be some leeway given, to which Schroeder responded that the applicant could certainly tell the Board about his timeline and what his plans are. Still, it was the Board who created the condition, and the pandemic was going on at the time and further noted that this is a demolition, so the limit on materials, etc., are not really affected. Thornsberry responded that you still need resources for a demolition and a contractor.

Holdiman noted that he has seen a lot of people doing demolitions during the pandemic and feels he could have had this done in twelve months that was given to him by the Board previously but has not followed through and is reluctant to approve it.

Beckman asked if the two structures would be in violation if the home were not demolished, to which Schroeder responded that if the Board goes with the staff recommendation, then the applicant has 60-days to demolish the house. If it is not done, the house and the chicken coop would constitute a violation of the Zoning Ordinance.

Brenden Etten, 3554 East Shaulis Road, stated that with the pandemic and the skyrocketing cost, they have not even been able to finish the shop; it has been framed up and has not had the concrete floor installed because they had to stop. He further stated that six months might be doable to get the house torn down as he is currently in the process of getting a home equity loan to pay for additional work. A wind storm brought down the other accessory structure he was supposed to tear down.

Condon asked if the applicant's original intention was to tear down both existing houses and build a new one. Still, then only the one house was to be demolished, and if the applicant was in favor of how the staff report was written in which, he would be given another 60-days to get the house torn down, and asked if it had a basement, to which Etten responded yes only the one house was being demolished. He feels that 60 days is too short of a time frame because he doesn't know what all the rules are about demolishing a house, and it is a bigger two-story house, and he would probably have to do it himself; the house does not have a basement but does have a well.

Thornsberry asked if the item is tabled would he have to pay another filing fee, to which Schroeder responded no.

Beckman stated that this situation with the house needs to be taken care of no matter what, to which Etten responded that if he had six months, he could do it.

Holdiman stated that the applicant had had two and a half years to demolish the building, to which Thornsberry responded, but two years of that was during the pandemic. Etten answered that he was working in Des Moines for 18 months of that period and only home on the weekends.

Thornsberry asked the applicant if 90-days would work better, to which Etten responded he could try, and Beckman responded there is no try; if he is given 90-days, that means it needs to be done in 90-days.

Holdiman asked staff what happens if he does not have it down in 90-days, to which Schroeder responded that the city could issue a citation. Still, the city tries to work with property owners to get them into compliance, especially if they are progressing toward meeting the code. For example, it has been more than 12 months, so staff has worked to get him back in front of the board.

Condon stated that the building is already there. Hence, he is unsure if he is in favor of tabling the request to which Schroeder responded that staff is concerned about ensuring that he does what he is supposed to in an appropriate timeline.

Beckman asked what the process was to demolition the house, how long it takes to get the permit, and when would the clock start ticking, to which Schroeder explained the process to obtain the permit to allow demolition of the building and that the demolition permit requires signatures from utilities and the planning office before a permit can be issued which can take some time depending on how fast the utility companies respond, but once the signatures are in order the permit can be issued on the spot, and the 90-days is from when the Board takes action unless other specified by the Board.

Condon asked the applicant about the chicken coop, to which he responded that he talked to his friend who was a contractor, that told him if it was small enough to pick up and move, it didn't need a permit, but that rule must have changed recently to which Schroeder responded that it has always been a rule that it would count toward the accessory structure limit.

Condon stated that if it gets demolished this year, he thinks it is ok, to which Beckman noted that there must be an end date for the demolition, to which Condon stated that the end date doesn't matter because

if he doesn't do it, there is a code violation to which Holdiman responds that if you don't have an end date, you don't know when to make it a code violation.

Thornsberry stated that six months and no tabling makes sense to her.

It was moved by Thornsberry, seconded by Beckman, to approve the request of Brenden Etten for a variance to allow for the construction of a 200-square-foot detached accessory structure (chicken coop) for a total of 3,144 square feet of accessory structures, 464 square feet over the maximum of 2680 square feet approved by prior variance with the condition that the second residential structure is demolished by December 31, 2022, in an "A-1" Agricultural District, located at 3554 East Shaulis Road. Motion carried 3-1 (Holdiman voted nay).

2. Request by Aikey Auto Salvage for a Special Permit for construction of a new 5,200 square foot storage building in the "M-2" Heavy Industrial District located at 1420 West Airline Highway.

Dornoff read the staff report recommending approval of the request with the condition that the final site plan will meet all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, drainage, etc.

Beckman asked if there were any objections, to which Dornoff responded no.

Jeff Aikey, 1420 West Airline Highway, was asked by Beckman if he had such a facility in Cedar Falls and what is the status of that facility to which Aikey responded that he is not sure but is not doing any business out of the building and is hoping that the city of Cedar Falls will buy the property.

It was moved by Beckman, seconded by Holdiman, to approve the request of Aikey Auto Salvage for a Special Permit for the construction of a new 5,200 square foot storage building in the "M-2" Heavy Industrial District located at 1420 West Airline Highway with the condition that the final site plan will meet all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, drainage, etc. Motion carried unanimously.

3. Request by Hawkeye Community College for a Special Permit to establish an automation and robotics education center on the second floor of the Tech One building at the Cedar Valley Techworks and a variance to the parking requirements to allow for 210 parking spaces, 100 less spaces than the 310 spaces required in the "M-2, P" Planned Industrial District located at 360 Westfield Avenue.

Schroeder read the staff report recommending approval of the request.

Condon stated the pictures on page 34 showing the parking lot on a Monday is the best reason to approve the variance.

Srdjan Golub, Hawkeye Community College, stated that they have received lots of support for the project and asked how staff came to the parking number since they would never have that many students, to which Schroeder responded that it was calculated by maximum occupancy of the building is, not what would be expected to be in the facility.

Beckman asked the maximum number of students that would be in the facility, to which Golub stated 40 as they will be working with actual robots and it is a one-on-one instruction.

It was moved by Beckman, seconded by Thornsberry, to approve the request of Hawkeye Community College for a Special Permit to establish an automation and robotics education center on the second floor of the Tech One building at the Cedar Valley Techworks and a variance to the parking requirements to allow for 210 parking spaces, 100 less spaces the 310 spaces required in the "M-2, P" Planned Industrial District located at 360 Westfield Avenue. Motion carried unanimously.

IV. Discussion

V. Adjournment

It was moved by Beckman, seconded by Thornsberry, to adjourn the meeting at 4:48 p.m. Motion carried unanimously.

Respectfully submitted,



John Dornoff,
Planner II

CITY OF WATERLOO

Council Communication

Board of Adjustment minutes of July 26, 2022.

City Council Meeting: 9/6/2022
Prepared: 8/24/2022

ATTACHMENTS:

Description	Type
minutes	Backup Material

SUBJECT: Board of Adjustment minutes of July 26, 2022.

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA
BOARD OF ADJUSTMENT MINUTES
REGULAR MEETING - 4:00 P.M. JULY 26, 2022

The regular meeting of the City of Waterloo Board of Adjustment was called to order by Chairperson Condon at 4:00 p.m. via zoom and in-person in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: John Beckman, Jeri Thornsberry, Carole Gustafson, Craig Holdiman, and Brad Condon.

Members present electronically were: None.

Members absent were: None.

Others present were: Lexi Blank, Aric Schroeder, Seth Hyberger & John Dornoff – Planning Department; Jaime Knutson – Engineering Department; and six citizens.

Others present electronically were: Dave Boesen – City Council Liaison and 3 citizens.

I. Approval of the Agenda

It was moved by Thornsberry and seconded by Holdiman to approve the agenda amending to add additional information on decision item 1 and a new staff report on decision item 3. Motion carried unanimously.

II. Approval of the Minutes from the regular meetings on June 28, 2022.

It was moved by Beckman, seconded by Thornsberry, to approve the minutes of the June 28, 2022 meeting. Motion carried unanimously.

III. Decision Items

1. Request by Nagle Signs on behalf of St. Edwards Church for a variance to the self-illuminating/flashing parts sign regulations to allow for the installation of a 51 square-foot LED digital message center and the monument sign size requirements for the "R-3" Multiple Residence District to allow for a total of 75 square feet sign (12' X 5.8'), 11 feet more than the 64 square feet allowed located at 1423 Kimball Avenue.

Dornoff read the staff report recommending approval of the request for a variance.

Condon noted that the measurements don't add up to exactly 75 square feet and with the church on Byron and Kimball there was some opposition to the sign and questioned whether there was a time restriction like the one on Hammond to which Dornoff noted that there was a last-minute change in the sign and the applicant can elaborate on the exact measurements and that in his research he could not find any record of time restrictions with the signs on Kimball and noted the sign on Hammond is closer to the residence than this one would be.

Holdiman asked that the message board says 51 square feet so how does it come out to 75 square feet to which Dornoff responded that in addition to the digital display there will be a static sign above the digital sign.

There was discussion among the members of the board concerning the sign on Hammond, the opposition, and why the time restrictions were implemented.

Gustafson noted that she passes by the existing signs at least 3 times a day and they have never bothered her whether it be day or night and also noted that she is the president of the neighborhood association and she has not had any of the homeowners approach her about the signs.

Mason Fromm, Nagle Signs, noted that there will be a photo eye on the sign that will dim the sign whether it be nighttime or during a storm it will automatically dim and stated that if there is any questions he is available to answer them. Fromm also explained about the size of the sign and why the measurements were off.

Beckman asked if the sign was going to run east and west so that traffic on Kimball traveling north and south can see the sign and asked Fromm to confirm the location of the sign to which Fromm said that yes the sign will be facing traffic on Kimball Avenue and will be placed in the grassy area between the two brick details centered in front of the Parish office.

Holdiman and Condon asked for confirmation on the size of the sign so Fromm goes over the measurements and Condon responds if the sign be approved for 75 square feet and leave the dimensions out which Dornoff responded yes.

Fromm noted that the dimensions in the packet were not correct and gave the corrected measurements which indicate the sign actually will be 75.5 square feet.

Toni Pint-Burke, St. Edwards Church, noted that they have talked to area residents, and some signed saying they approve of the variance request copies of which were handed out by staff before the meeting.

Condon suggested rounding up to 76 square feet, 12 more than the 64 square feet required in order to give a little leeway to the applicant.

It was moved by Thornsberry, seconded by Beckman, to approve the request of Nagle Signs on behalf of St. Edwards Church for a variance to the self-illuminating/flashing parts sign regulations to allow for the installation of a 51 square-foot LED digital message center and the monument sign size requirements for the "R-3" Multiple Residence District to allow for a total of 76 square feet sign, 12 feet more than the 64 square feet allowed located at 1423 Kimball Avenue. Motion carried 3-1 (Holdiman voted nay).

2. Request by Hydrite Chemical Company for a variance to the hard surfacing parking requirements to allow for a gravel vehicular use area in the "M-2" Heavy Industrial District located at 2815 WCF&N Drive.

Blank read the staff report recommending approval of the request.

Condon asked for clarification on the construction being proposed for the site and where it is happening and if the top exit will be gravel to which Schroeder showed the board members where the gravel areas will be and that the entrances and exits will be paved.

It was moved by Beckman, seconded by Holdiman, to approve the request of Hydrite Chemical Company for a variance to the hard surfacing parking requirements to allow for a gravel vehicular

use area in the "M-2" Heavy Industrial District located at 2815 WCF&N Drive. Motion carried unanimously.

3. Request by Louis Carter for a variance to the accessory structure size limit to allow for the construction of a 50' X 48' 2,400 square foot accessory structure, in addition to 1,362 square feet of existing accessory structures for a total of 3,762 square feet, 1,992 square feet more than the 1,800 square feet allowed, a variance to the height restriction to allow for a 20-foot tall roof height 5 feet higher than the 15 feet allowed, a variance to the restriction prohibiting steel siding, a variance to allow for metal carports, and a variance to allow for an accessory structure in the front yard in the "R-1" One and Two-Family Residence District located at 2540 Burton Avenue

Blank read the staff report recommending approval of the construction of a new accessory structure with a variance to size limit to allow for the construction of a 50' X 48' 2,400 square foot accessory structure, in addition to 1,362 square feet of existing accessory structures for a total of 3,762 square feet, 1,992 square feet more than the 1,800 square feet allowed, a variance to the height restriction to allow for a 20 foot tall roof height 5 feet higher than the 15 feet allowed but denial of the request to have the carport in the required front yard, denial of the request for vertical metal siding, and denial of the request for the carports.

Condon asked if the two metal carports were put up without a building permit to which Blank confirmed.

Thornsberry asked if they would need building permits to put carports up to which Dornoff responded yes.

Thornsberry stated that what is interesting is that the argument is made that the property is large and isolated and in and industrial area but recommending denial because of the residential character so the argument doesn't hang together to which Beckman responds that as you go south there is more residential but to the north is industrial.

Holdiman noted that the property is zoned "R-1" and Schroeder noted that staff reviewed the request and felt that we are being consistent with not allowing metal frame structures on residential structures and the metal siding and the board may do with it what it wishes but strongly encourages that if the carports are allowed to remain that the one needs to be removed from the front yard.

Beckman asked Schroeder about the picture in the packet showing the gazebo and a carport behind it and if that was one of the carports and the other that is right in front of the house and if the other building on the site is staying to which Schroeder responded yes those are the carports and the other building which appears to be a shed is staying.

Holdiman asked about the picture that says looking toward where the new accessory structure will be constructed to which Schroeder responded that it is in the field behind the shed as shown in the picture.

Gustafson noted that the home appears to have a 3 car attached garage so these structures are in addition to the existing garages and Beckman emphasizes that the carports were put up illegally and Schroeder responds that he is not aware of building permits for either carport which planning would not have signed off on.

Condon asked staff that normally there is concern about the height of the structure to which Schroeder responded that originally there was not a variance to the height of the building as there was not enough information in the plans submitted for staff to accurately calculate a height so he estimated the height and

unless they were going with a sidewall less than 12 feet then they would need a variance and only in the last couple days was the height of the building turned into staff. Schroeder also noted that staff has been more lenient on the height when staff is recommending approval on the structure size.

Gustafson asked about new homes going up along east Donald that are proposing carports and what is the concern about metal frame carports to which Schroeder asked if it was the new 180-unit housing development and that he believes that they are proposing carports and if they are metal they would need a variance however what is being discussed here is the prefab metal structure while the ones at an apartment complex would usually be a long row and not the metal frame and would probably be stick built. Schroeder also stated that the concern with metal carports is their appearance and how compatible that is in a residential setting.

Gustafson then asked if there was no concern about safety such as in a Tornado and it being caught in the wind to which Schroeder responded that safety is a concern but that is not part of the Zoning Ordinance but instead part of the Building Code and if a structure obtains a proper building permit it would not be an issue and typically metal frame carports do not meet the requirements of the building code without special anchoring.

Holdiman noted in the plan submitted by the applicant that 48X38X16 was written down and asked is the 16 was the height of the sidewalls or the height to the peak of the roof to which Schroeder answered is probably the height of the sidewall. The applicant indicated it was not the sidewall height.

Thornsberry asked what the drawn in square is on the aerial image to which Schroeder responded the square represents the location of the proposed accessory structure to the southeast of that shed building although it is not to scale.

Louis Carter, 2540 Burton Avenue was asked by Condon if he knew that the carports were not supposed to be put up to which Carter responded that he was told that they were not allowed but he put them up anyway because he needed them because he is too old to be cleaning off snow and he has a bunch of equipment in the garages like a snow blower and a backup snow blower. He also noted he has 9 kids and sometimes has 7 or 8 cars on the property.

Carter further stated that what his wife and he are is looking for is storage space due to the equipment he has and all the stuff from his kids plus things have been vandalized when he was on vacation.

Condon asked Carter if he knew that they were recommending removal of the carports to which Carter stated yes but feels that should be for areas with homes bumper to bumper but he is on 12 acres and he driveway is over a hundred feet long and his three car garage is full of equipment. He also stated that he has stuff on his porch that needs to come in during the winter and be stored, the carport in the back has stuff under it and he needs all the equipment to keep the place up, plus he has no neighbors, only deer and turkeys.

Condon asked if constructing the new building won't relieve the issue with space and the height of the new building to which Carter responded that his basement is full too because he had 9 kids and they have all their stuff in his house and the door for the building will be 16 feet high.

There was further discussion on the height of the building with Schroeder explaining that he cannot calculate the overall height without knowing the height of the sidewalls, and the slope of the roof, which that info is not indicated on the plans.

Condon noted that there has been a suggestion to table the item but wants to say that he personally does not have a problem with the building and the height is not a concern other than actually knowing what it is and stated that he was pretty sure it is not going to get approval for the carports to which Carter responded that he will not get rid of the carports. He also said there are a lot of people in town with carports.

Holdiman asked what would be wrong with requiring them to move the carport that is in front of the house and moving it to the rear and that everything on both carports meets building code and Schroeder noted that staff is recommending the carports not be allowed at all, which is consistent with the Zoning Ordinance but it is up the board, but if they are going to allow them to stay that a variance should not be approved to allow them in the front yard.

Nancy Carter, 2540 Burton Avenue, noted that there are two wood areas behind their house and there are woods across the street, and the nearest house across the street is to the north so they are not bothering anyone and they should be allowed to do what they want because it is not interfering with anyone. Also stated that if they have to move the carports to the back they will need to put a whole new driveway in. If anything she would like to see the shed removed.

Beckman asked Louis Carter for confirmation that they have a 3-car attached garage but there are no cars in there to which Carter responded they have one car for one of their sons and actually have two cars in there now. Beckman commented that the Carters are requesting to build a very large accessory structure that could accommodate what is in the garage so that cars could be put in there and eliminate the car port to which Louis Carter responded that he does not want to because the carports are there for a reason and that new building will be way in the back. He stated that he is an old and retired from John Deere and doesn't want to have to walk all the way back there to get equipment.

Nancy Carter stated that the carport is not in the front yard and that it is on the side of the house to which Condon responded that it is considered the front yard because the home is addressed off of Burton. Schroeder explained how the Zoning Ordinance defined the front yard.

Condon stated that the board needs to make a decision and if the board gives the Carters a variance to have the carport in the front yard while it may not seem to be of a concern where they are located but it is a concern when someone else in the city comes and makes the same request they will ask why should they be denied if the Carters were approved to which Carter responded there is a difference if they are bumper to bumper. Condon then asked the Carters if they want the Board to continue even though more than likely there is a good chance it will get denied for the carport portions, especially the one in the front. Carter then asked what he would have to do, can he move them to the back to which Condon responded that would be one option if the Board would approve it that way.

Beckman stated that the Carters have a carport in the back near the gazebo and the one out front and asked the Carters if they move the one out front where would they move it to which Louis Carter responded probably back by the one garden to the south of Gazebo. Beckman then asked how they would access the carport to which Nancy Carter stated that they would have to build a whole new driveway.

Thornsberry asked where they would need to move the structure in order for it not to be in the front yard to which Schroeder responded it would not have to go back very far but most likely the length of the building and a couple more feet, to technically be out of the required front yard.

Condon asked isn't it all front yard to which Schroeder stated that he feels it is still a highly visible area and that is why staff would recommend denial of any metal frame carport and explained the Ordinance

definition of the front yard and that everything in front of the house is front yard even if you are 300 feet from the front of the house the front yard line runs between the two side property lines then once you are further east of the front wall of the house then you are in the side yard or back yard, and showed on the aerial image where the carport could be moved to and not be in the front yard however staff is not recommending approval of that.

Holdiman asked Carter again if they are still going to need the carport once the new building is put up to which Louis Carter stated yes.

Beckman asked if their 9 children live at home to which Nancy Carter stated that they keep coming back. Beckman followed up by asking how long they come back to which Louis Carter answered they come back with their spouses and children sometimes as long as a year.

Condon asked Louis Carter if he had a time frame for constructing the new building and if tabling the request would be a determent to which Carter responded that he needs to get materials ordered because of extended lead times.

Gustafson stated that it would make sense to divide the variances into separate motions to which Beckman stated the building should be separate and Holdiman agreed that the building should be separate from the carports.

Holdiman asked for clarification on the size of the building and if the 50'X48' included the two porches.

Holdiman asked if a metal carport will pass a building inspection to which Schroeder responded that they do have issues passing but they would need to have plans that show how they are affixing them to the ground and meeting manufacture specifications.

Gustafson asked if the applicant would need to do that if they were moving the carports back on the lot, to which Schroeder stated yes.

Condon asked if the Board did nothing regarding the carports if it would be the same as denying since they are already in violation to which Schroeder responded that technically that is correct but since it was included in the request it would be the staff's preference that a motion is made on the carports.

Thornsberry suggested that the request be tabled, to which Beckman asked if that is just to push it down the road and Condon responded it would allow the applicant time to talk to the city, find out what they can and cannot do, and give them 30-days to work it out.

Condon told the Carters that his going to vote against the carports but if he wants the Board to table it to which Louis Carter asked where could he move them to, to which Condon stated that at this point the Board may not allow the carports at all to which Louis Carter asked Schroeder why they can't have them which Schroeder responded that the City of Waterloo City Council adopted the City of Waterloo Zoning Ordinance which includes a provision prohibiting metal framed carports on residential properties.

Beckman explained to the Carters that the accessory structure has been approved with metal siding, what is being discussed now is only the carports.

Nancy Carter stated that there are metal carports everywhere in the city and in the front yard to which Gustafson stated that what is being discussed on their property and the Board cannot do anything about the other properties.

Carter agrees to try to work with the city and try to get the carport situation worked out.

It was moved by Holdiman, seconded by Thornsberry, to approve the request of Louis Carter for a variance to the accessory structure size limit to allow for the construction of a 50' X 48' 2,400 square foot accessory structure, in addition to 502 square feet of existing accessory structures for a total of 2,902 square feet, 1,102 square feet more than the 1,800 square feet allowed, a variance to the restriction prohibiting steel siding, and a variance to the height restriction to allow for a 20 foot tall roof height 5 feet higher than the 15 feet allowed in the "R-1" One and Two-Family Residence District located at 2540 Burton Avenue. Motion carried unanimously.

It was moved by Beckman, seconded by Thornsberry, to table the request of Louis Carter for a variance to allow for metal carports, and a variance to allow for an accessory structure in the front yard in the "R-1" One and Two-Family Residence District located at 2540 Burton Avenue. Motion carried unanimously.

Holdiman left at 5:30 before the discussion on item 4.

4. Request by Ronald Mentel for a variance to the accessory structure size limit to allow for the construction of a 14' X 20' 280 square foot accessory structure in addition to a proposed 832 square foot accessory structure for a total of 1,112 square feet of accessory structures, 262 square feet more than the 850 square feet allowed in the "R-2" One and Two-Family Residence District located at 2421 University Avenue.

Hyberger read the staff report recommending approval of the request with the condition that the existing 14' X 22' (308 SF) garage is demolished before the new 32' X 26' 832 square foot garage and new 12' X 20' 240 square foot accessory structure are constructed.

Beckman asked if the concrete slab that is already in place what brought to the Board to which Hyberger stated that the applicant came in requesting to build a new accessory structure which was legal but then also wanted to build an additional accessory structure that would go over the limit so he is requesting to build a smaller accessory structure in addition to the new large accessory structure he has been approved for, which will be built on the concrete slab that has already been built.

Condon asked if the building that needs to be demolished already has been demolished and if that is where the new one is going to which Hyberger stated no has not come down but that is close to where the new one will be going.

Beckman asked if the new structure will be south of the new garage where the photo shows a trailer currently sitting to which Hyberger stated yes and that the 14' X 20' building is the one that needs the variance since the 832 square foot accessory structure will meet the requirements of the Zoning Ordinance.

Condon asked if the larger garage could be approved with the existing garage present to which Schroeder responded that staff can sign off on a building permit with the condition that the existing structure be demolished at the time the new one is finished.

Sarah Hannick stated that she is the applicant's sister, and the applicant himself is a truck driver and is currently on the road but confirmed that the existing garage was going to be demolished.

Beckman asked Hannick what the timeline is for removing the existing garage, to which Hannick stated that he would be gone for two weeks due to a family emergency but as soon as he got back the entire family was planning to help tear down the structure.

Beckman asked if anything could move forward until the old building is torn down, to which Schroeder responded that staff usually allows people to keep the old garage up until the new garage is completed as they may have stuff stored in the old structure that they wish to move into the new one.

Condon states the staff report says that nothing can move forward until the old garage is demolished, to which Hannick responded that the contractor was hoping to come out and start within the next couple of weeks, to which Condon responded that the motion would need to be stated the old garage to be demolished upon completion of the new one.

It was moved by Gustafson, seconded by Beckman, to approve the request of Ronald Mentel for a variance to the accessory structure size limit to allow for the construction of a 14' X 20' 280 square foot accessory structure in addition to a proposed 832 square foot accessory structure for a total of 1,112 square feet of accessory structures, 262 square feet more than the 850 square feet allowed with the condition that the existing 14' X 22' (308 SF) garage is demolished upon completion of the new 32' X 26' 832 square foot garage in the "R-2" One and Two-Family Residence District located at 2421 University Avenue. Motion carried unanimously.

5. Request by the City of Waterloo for a Special Permit to allow for the construction of 21 new canopies in the parking lot of the Waterloo Regional Airport in the "M-2, P" Planned Industrial District located at 2790 Livingston Lane

Dornoff read the staff report recommending approval of the request with the condition that the final site plan meets all applicable city codes, regulations, etc., including, but not limited to, landscaping, drainage, setback, etc.

Beckman stated that it appears that some of the proposed canopies have solid lines, and others have dashed lines, to which Dornoff responded that the dash lines are phase II, which are being approved with this request, but not built right away.

Keith Kaspari, Waterloo Regional Airport Director, explained the proposed project and the funding being used for it and stated that phase 2 would depend on additional funding.

It was moved by Beckman, seconded by Gustafson, to approve the request of the City of Waterloo for a Special Permit to allow for the construction of 21 new canopies in the parking lot of the Waterloo Regional Airport in the "M-2, P" Planned Industrial District with the condition that the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, landscaping, drainage, setback, etc. located at 2790 Livingston Lane. Motion carried unanimously.

IV. Discussion

Condon stated that he does not know where the other Board members stand, but it sounds like we kicked the carport situation down the road. Hopefully, the applicant will sit down with city staff, but feels that a carport in the front yard is atrocious and maybe staff can convince him he is in violation.

Thornsberry stated that she understands the concern in the city, but they are on 12 acres, and if it can just be pushed back out of the line of sight but also understands the engineering requirement, which he did not have.

Gustafson stated that even if pushed back, it is an illegal structure, to which Thornsberry asked what if it was agricultural land to which Schroeder responds that it was industrial land before it was rezoned for this home. Gustafson asked if it would be allowed in industrial zoning to which Schroeder responded that it would be allowed but is not allowed in residential and noted that it had to be rezoned from industrial which staff recommended denial because it was an industrial area and the lot immediately to the south is a junkyard. He further stated that the residence across the street was also rezoned from industrial after this one was.

Beckman asked about the existence of the junkyard to which Schroeder explained how it came into existence.

Thornsberry asked if was residential zoning to which Schroeder responded that it is split zoning with the junkyard portion zoned C-2, C-Z, and the residence zoned R-2.

V. Adjournment

It was moved by Beckman, seconded by Thornsberry, to adjourn the meeting at 5:48 p.m. Motion carried unanimously.

Respectfully submitted,



John Dornoff,
Planner II

CITY OF WATERLOO

Council Communication

Community Development Board Meeting minutes of July 19, 2022.

City Council Meeting: 9/6/2022
Prepared: 8/22/2022

ATTACHMENTS:

	Description	Type
🗋	Board meeting minutes	Backup Material

SUBJECT:	Community Development Board Meeting minutes of July 19, 2022.
Submitted by:	Submitted By: Rudy D. Jones, Community Development Director
Recommended Action:	approval

Community Development
Meeting Minutes

July 19, 2022

I. Call to order

Board Chairman Cody Leistikow called to order the regular meeting of the Community Development Board via zoom at approximately 4:00 p.m. on Tuesday, July 19, 2022. Leistikow asked for an approval of the agenda for July 19, 2022.
It was moved by Hansen and seconded by Weekley to approve the agenda. Motion carried.

II. Attendance:

Present: Cody Leistikow, Angela Weekley, Tina Hummel, and Zach Hansen

Members Absent: Jenna Northey, Felicia Carter, and Cam Campbell

Also Present: Angie Fordyce, Coordinator; Anita Rousselow, Administrative Secretary; Nia Wilder, Councilperson

III. Approval of minutes from last meeting

June 21, 2022. It was moved by Hansen and seconded by Weekley to approve the minutes of the meeting on June 21, 2022. Motion carried.

IV. Old Business:

a) **Staff Updates**: Rudy, Kelly and Jon will be attending a mini lead grant conference in Omaha at the beginning of August. Performance reviews will be done in the near future. We are still looking advertising for the two positions available

b) **CARES Act Funding:**

Round 1- Northing new with Round 1.

Round 2- The project is progressing well and the Certified Payrolls are coming in monthly. Staff will be going out for Davis Bacon interviews in the early part of August. Community Development has done the first draw and the grant that was received from the state is about 50% invoiced at this point.

Round 3-This program is progressing well

c) **Ricker Street Development**- Community Development has purchased the first unit for the Ricker Street project. Angie and Marty attended a meeting with Black Hawk County Supervisors Board on getting the lot behind 232 Ricker to either build a garage on it or to keep it green space. The board approved that request.

V. New Business:

a) **Endorse Contracts June 2022**: Leistikow asked for a motion to approve the contracts signed in June of 2022. A motion was made to approve the June contracts by Weekley as shown and a second was made by Hansen on that motion. Motion carried

b) **Cedar Valley Tech Works Subordination:** Board had questions on why they needed to subordinate and to whom. Board and staff wanted more information before they Ok'd. Board wanted to table the request. A request for more information will be sent to C. Wendland and a possible zoom meeting may be scheduled so the board can hear the reasoning on the need for this subordination.

VI. Discussion Items:

VII. Adjournment

Leistikow asked for a motion to adjourn the meeting. A motion by Weekley was made to adjourn and seconded by Hansen. Motion carried. Meeting Adjourned. Minutes submitted and approved by board.

TMa
Hummel
8/16/22

CITY OF WATERLOO

Council Communication

Historic Preservation Commission minutes of July 19, 2022.

City Council Meeting: 9/6/2022
Prepared: 8/24/2022

ATTACHMENTS:

	Description	Type
	minutes	Backup Material

SUBJECT: Historic Preservation Commission minutes of July 19, 2022.

Submitted by: Submitted By:

WATERLOO HISTORIC PRESERVATION COMMISSION MINUTES
REGULAR MEETING – July 19, 2022– 4:30 P.M.
The meeting was held in the Mollenhoff Conference Room at City Hall

Chairperson Ottesen called the regular meeting of the City of Waterloo Historic Preservation Commission meeting to order at 4:35 p.m.

Commission Members present were: Ed Ottesen, Nick Hedrick, Susan Price, Mathew Gilbert, and Terry Stevens.

Commission Member(s) absent were: Hector Salamanca Arroyo and Ivan Valtchev.

Others present were: John Dornoff and Lexi Blank – Planning Staff; Ed Gallagher – Grout Museum Liaison; and Jonathan Grieder – City Council Liaison.

Approval of Agenda

Motion made by Hedrick, seconded by Price to approve the agenda of the July 19, 2022, regular meeting. Motion carried unanimously.

Approval of Minutes

Motion made by Price, seconded by Stevens to approve the minutes of the May 17, 2022 meeting. Motion carried unanimously.

Oral Presentations

No Oral Presentations

Hearings

1. **Request by the City of Waterloo for a Certificate of Economic Hardship to demo a house at 928 Mulberry Street.**

Dornoff went over the report and mentioned the building has not been occupied since at least 2000. It was also noted that the building was authorized for the fire department to use for practice in the past.

The Commission stated there are structural issues with the house due to water damage and the structure is open to the elements.

Dornoff responded to a question of what the lot will be used for by mentioning that David Deeds, who owns the house to the north, plans to build a garage on the lot.

Commission was excited to see the demolition of this house improve the looks of the neighborhood and see the property back on the tax roll.

Gilbert asked if there were any historical items that could be saved from the property. Dornoff said the house was empty and the only architectural element to save would be the trim along the

roof line on the front of the house. The Commission was interested in saving that piece and selling to an interested party.

Motion made by Hedrick, seconded by Stevens to recommend approval of the Certificate of Economic Hardship. Motion carried unanimously.

Building Consultation

None

Reports

1. Main Street

Chairperson Ottesen reported that the Design Review Board approved signage for 324 E 4th Street. A project approved included the changes to the cell phone equipment on the Waterloo Building. Fridayloo is being held Friday's 5:30pm to 9:30pm.

2. Silos and Smokestacks.

Discussion on finding another individual to present on Silos and Smokestacks.

3. Grout Museum

Gallagher stated that the Garden Tour is coming up and the Historic House Tour will be held August 27th. He also encourages everyone to visit the Planetarium. Renovations to move the main entrance upstairs to the doors that face the parking lot will be starting in September and are predicted to end in March. The Grout is working to implement a Mural for African American History in the community.

4. Building Update

No Report

5. Project Update

The Commission reviewed the historical markers from the consultants. It was asked how the markers would be mounted and where they would be located on the properties. Price noted she found the markers informative. Gilbert mentioned holding a ribbon cutting ceremony/dedication ceremony to celebrate these properties and the Historic Commission. Hedrick suggested having a theme with the markers and tying them into the theme established with Main Street using the same font styles. Stevens mentioned using the African American colors (red, green, and black) and adding an image of someone, so the community would be able to relate to the markers more.

A motion was made by Stevens and seconded by Price to approve the historic markers concepts.

6. Highland

Hedrick stated that the installation of the new windows on Brock Weliver's home has begun.

7. Walnut

Gilbert noted that Tuesday, August 2nd from 5:30 to 7:30 is National Night Out in the Walnut Neighborhood. There will be a tour of the Walnut Street Baptist Church with food and music and it is a great way to meet neighbors. Habitat is doing well building relationships in the Walnut and Church Row neighborhoods. They are also working on a survey of the neighborhoods, called Flourishing Neighborhood Index. with a group out of Atlanta. 415 Collective will be holding meals in September, October, and November and Gilbert stated that would be a great opportunity for the Historic Commission to speak on their work. Gilbert mentioned the grocery store has been finalized and has broken ground.

Discussion Items/Possible Action Items

1. Council Workshop Recap

Chairperson Ottesen gave an overview of the workshop and stated he thought their goal of informing the City Council about the Historic Preservation Commission was achieved. Grieder also thought the session was helpful and the next steps for the Commission would be to come up with a budget for expenses they may want the city to help with. He also noted they should be detailed in their next work session with City Council. A report with an update from the Historic Preservation Commission on their recent actions to council once a quarter was recommended by Grieder.

Discussion about presenting ideas for future uses of the Rath Administration Building and the Dunsmore House to Vandewalle Associates.

2. ACHP/HUD Award

Blank went over the award and asked the Commission if they would be interested in nominating a group for the award. Hedrick mentioned nominating Habitat for their work in the Walnut Neighborhood. The Commission agreed Habitat would be a good group to nominate.

3. School Project

Stevens noted she is working to build the School Art Project into the curriculum with the schools. Grieder advised to get in contact with the schools early August, so they have time to review. Gilbert thought the School Art Project may be a good opportunity for Life Lab, which is a program the schools implement to get the students life experiences and introduce them to peers with similar interests.

4. Main Street Waterloo Collaboration

No Report

5. Goals and Action Plan

No Report

Discussion Items:

There was no additional discussion.

Adjournment

Chairperson Ottesen adjourned the meeting at 5:45 p.m.

Respectfully submitted,



Lexi Blank
Planner I

CITY OF WATERLOO

Council Communication

Leisure Services Commission minutes of June 14, 2022.

City Council Meeting: 9/6/2022
Prepared:

ATTACHMENTS:

	Description	Type
	06/14/2022 Minutes	Backup Material

SUBJECT: Leisure Services Commission minutes of June 14, 2022.

Submitted by: Submitted By:

MINUTES
WATERLOO LEISURE SERVICES COMMISSION
TUESDAY, June 14, 2022
300 Jefferson Street

The meeting was held in the Multipurpose Room at the SportsPlex. Brenda Durbahn called the meeting to order at 7:35am.

Present: Brenda Durbahn, Jessica Rucker, Ellen Vanderloo, Tom Powers, Tom Christensen, Bob Bamsey, Council Liaison Dave Boesen, Waterloo Courier Maria Kuiper Staff: Paul Huting, Todd Derifield, JB Bolger, Chris Dolan, Travis Nichols, Bob Etringer Absent: Tim Moses,

Brenda Durbahn called for approval of the agenda. A motion was made by Tom Christensen, second by Tom Powers to approve agenda. Ayes: All Nays: None

Brenda Durbahn called for motion for the approval of the 05/10/2022 meeting minutes. Motion made by Bob Bamsey to approve May meeting minutes, second by Tom Powers Ayes: All Nays: None

Brenda Durbahn called for approval of the bills. Questions were answered. Bob Bamsey made a motion to approve May 2022 bills, second by Jessica Rucker
Ayes: All Nays: None

UPDATE ON TRANSFORMING GATES AND BYRNES PARKS PROJECT
Paul Huting gave an update on fund raising for the project.

STAFF UPDATES
Young Arena – Chris Dolan
Waterloo Black Hawks Main Team Camp will be held at Young Arena Sunday June 12th -Wednesday June 15. Cedar Valley Fashion Art & Culture Expo will take place Saturday June 25th. Marching Against the Darkness Drill Team competition will be at Young Arena Saturday July 9th. WBH Futures/Team Camp #2 /Goalie Camp at Young Arena July 21-31. The Young Arena Committee met on Tuesday June 14 after the board meeting.

Sports and SportsPlex – Bob Etringer
Pools - Byrnes and Gates Pools opened on June 4. Both pools seem to be doing ok. Swimming Lessons Session 1 started at both Byrnes and Gates on June 6. Cooling Stations are set-up at the pools. Finalizing funding for Boys and Girls Club swim program. It will take place at Gates with transportation and swimwear being provided for the kids.

SportsPlex – We have many rentals on the basketball courts. We have CourtKings, The Loo' League, and Adult Basketball League. Pool parties and graduation parties are still popular. Life Garden - The "Life Garden" is a community service project consisting of 20 soilless gardens built by refugee women seeking job experience.

Forestry – Todd Derifield
Forestry Crews have been trimming and removing trees on street right of ways as needed. The On-Call status implemented last summer for the forestry crew has been working great. The crew has responded to after-hours emergency calls of trees blocking streets and such with much better efficiency. Leisure Staff met with Edison Neighborhood executive board to discuss Edison Park progress. All good comments were received from the neighborhood association regarding the conceptual design of Edison Park. The community development block grant funding that was applied for will be on the council agenda for approval on June 20, and then go to HUD for approval. If everything is approved, $200,000 will be available in September or October for a shelter, playground, security lighting and other amenities for Edison Park.

Construction – Travis Nichols
The construction crew continues to do the summer restroom and garbage routes. Crew is doing park inspections and general maintenance in the parks and at Leisure facilities. Staff helped prep swimming pools by installing shades and diving boards. Staff installed doors at P&Z that were on back order. We are in the engineering and design phase for shade structure at the skate park.

Golf and Downtown Area – JB Bolger

- Rounds Report Attached to Packet- Report reflects the very cool, wet and windy spring we had. Courses are very busy on nice weather days.
- My Waterloo Days was last weekend. It was very successful and Leisure Services Crews Assisted with logistics.
- VGM Heartland Conference is this week. We thank them for choosing Waterloo owned facilities for hosting their events including Irv Warren Golf Course for their golf outing, the amphitheater for their evening hog roast and the Waterloo Convention Center as the primary site for their convention.
- A security camera system has been installed on the exterior of the Byrnes Park shop and administrative office.
- Flowers were planted the week before Memorial Weekend at Expo and on the outside of the Sportsplex- they turned out very nice this year.
- We hosted the Boys Junior PGA Championship at Gates last week which was a two day event and had many out of town participants.

The next regular Leisure Services Commission Meeting will be held Tuesday, July 12, 2022. Brenda Durbahn will not be able to attend.

Jessica Rucker commented on different events and Leisure Services locations. She has heard many good compliments on the Gates Golf course. Staff was extremely helpful during cleanup day and during My Waterloo Days. The Iowa State tailgate event was a great event. Plans are being made for future tailgate events. Thank you and compliments to administration and to the staff.

Motion to adjourn by Ellen Vanderloo, second by Bob Bamsey. Brenda Durbahn adjourned the meeting at 8:20am.

Jessica Rucker

Jessica Rucker, Secretary

8/9/2022

Signed this Date

WATERLOO LEISURE SERVICES

COMMITTEE APPOINTMENTS

2022

YOUNG ARENA

Jessica Rucker – Chair

Tom Christensen

Tom Powers

PARK

Tom Powers – Chair

Bob Bamsey

Ellen Vanderloo

GOLF

Tom Christensen – Chair

Tim Moses

Ellen Vanderloo

SPORTS/SPORTSPLEX

Tim Moses – Chair

Bob Bamsey

Jessica Rucker

08/08/2022

CITY OF WATERLOO

Council Communication

Planning, Programming and Zoning minutes of July 12, 2022.

City Council Meeting: 9/6/2022
Prepared: 8/24/2022

ATTACHMENTS:

	Description	Type
	minutes	Backup Material

SUBJECT: Planning, Programming and Zoning minutes of July 12, 2022.

Submitted by: Submitted By:

DRAFT

CITY OF WATERLOO, IOWA
BOARD OF ADJUSTMENT MINUTES
REGULAR MEETING - 4:00 P.M. JULY 26, 2022

The regular meeting of the City of Waterloo Board of Adjustment was called to order by Chairperson Condon at 4:00 p.m. via zoom and in-person in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: John Beckman, Jeri Thornsberry, Carole Gustafson, Craig Holdiman, and Brad Condon.

Members present electronically were: None.

Members absent were: None.

Others present were: Lexi Blank, Aric Schroeder, Seth Hyberger & John Dornoff – Planning Department; Jaime Knutson – Engineering Department; and six citizens.

Others present electronically were: Dave Boesen – City Council Liaison and 3 citizens.

I. Approval of the Agenda

It was moved by Thornsberry and seconded by Holdiman to approve the agenda amending to add additional information on decision item 1 and a new staff report on decision item 3. Motion carried unanimously.

II. Approval of the Minutes from the regular meetings on June 28, 2022.

It was moved by Beckman, seconded by Thornsberry, to approve the minutes of the June 28, 2022 meeting. Motion carried unanimously.

III. Decision Items

1. Request by Nagle Signs on behalf of St. Edwards Church for a variance to the self-illuminating/flashing parts sign regulations to allow for the installation of a 51 square-foot LED digital message center and the monument sign size requirements for the "R-3" Multiple Residence District to allow for a total of 75 square feet sign (12' X 5.8'), 11 feet more than the 64 square feet allowed located at 1423 Kimball Avenue.

Dornoff read the staff report recommending approval of the request for a variance.

Condon noted that the measurements don't add up to exactly 75 square feet and with the church on Byron and Kimball there was some opposition to the sign and questioned whether there was a time restriction like the one on Hammond to which Dornoff noted that there was a last-minute change in the sign and the applicant can elaborate on the exact measurements and that in his research he could not find any record of time restrictions with the signs on Kimball and noted the sign on Hammond is closer to the residence than this one would be.

Holdiman asked that the message board says 51 square feet so how does it come out to 75 square feet to which Dornoff responded that in addition to the digital display there will be a static sign above the digital sign.

There was discussion among the members of the board concerning the sign on Hammond, the opposition, and why the time restrictions were implemented.

Gustafson noted that she passes by the existing signs at least 3 times a day and they have never bothered her whether it be day or night and also noted that she is the president of the neighborhood association and she has not had any of the homeowners approach her about the signs.

Mason Fromm, Nagle Signs, noted that there will be a photo eye on the sign that will dim the sign whether it be nighttime or during a storm it will automatically dim and stated that if there is any questions he is available to answer them. Fromm also explained about the size of the sign and why the measurements were off.

Beckman asked if the sign was going to run east and west so that traffic on Kimball traveling north and south can see the sign and asked Fromm to confirm the location of the sign to which Fromm said that yes the sign will be facing traffic on Kimball Avenue and will be placed in the grassy area between the two brick details centered in front of the Parish office.

Holdiman and Condon asked for confirmation on the size of the sign so Fromm goes over the measurements and Condon responds if the sign be approved for 75 square feet and leave the dimensions out which Dornoff responded yes.

Fromm noted that the dimensions in the packet were not correct and gave the corrected measurements which indicate the sign actually will be 75.5 square feet.

Toni Pint-Burke, St. Edwards Church, noted that they have talked to area residents, and some signed saying they approve of the variance request copies of which were handed out by staff before the meeting.

Condon suggested rounding up to 76 square feet, 12 more than the 64 square feet required in order to give a little leeway to the applicant.

It was moved by Thornsberry, seconded by Beckman, to approve the request of Nagle Signs on behalf of St. Edwards Church for a variance to the self-illuminating/flashing parts sign regulations to allow for the installation of a 51 square-foot LED digital message center and the monument sign size requirements for the "R-3" Multiple Residence District to allow for a total of 76 square feet sign, 12 feet more than the 64 square feet allowed located at 1423 Kimball Avenue. Motion carried 3-1 (Holdiman voted nay).

2. Request by Hydrite Chemical Company for a variance to the hard surfacing parking requirements to allow for a gravel vehicular use area in the "M-2" Heavy Industrial District located at 2815 WCF&N Drive.

Blank read the staff report recommending approval of the request.

Condon asked for clarification on the construction being proposed for the site and where it is happening and if the top exit will be gravel to which Schroeder showed the board members where the gravel areas will be and that the entrances and exits will be paved.

It was moved by Beckman, seconded by Holdiman, to approve the request of Hydrite Chemical Company for a variance to the hard surfacing parking requirements to allow for a gravel vehicular

use area in the "M-2" Heavy Industrial District located at 2815 WCF&N Drive. Motion carried unanimously.

3. Request by Louis Carter for a variance to the accessory structure size limit to allow for the construction of a 50' X 48' 2,400 square foot accessory structure, in addition to 1,362 square feet of existing accessory structures for a total of 3,762 square feet, 1,992 square feet more than the 1,800 square feet allowed, a variance to the height restriction to allow for a 20-foot tall roof height 5 feet higher than the 15 feet allowed, a variance to the restriction prohibiting steel siding, a variance to allow for metal carports, and a variance to allow for an accessory structure in the front yard in the "R-1" One and Two-Family Residence District located at 2540 Burton Avenue

Blank read the staff report recommending approval of the construction of a new accessory structure with a variance to size limit to allow for the construction of a 50' X 48' 2,400 square foot accessory structure, in addition to 1,362 square feet of existing accessory structures for a total of 3,762 square feet, 1,992 square feet more than the 1,800 square feet allowed, a variance to the height restriction to allow for a 20 foot tall roof height 5 feet higher than the 15 feet allowed but denial of the request to have the carport in the required front yard, denial of the request for vertical metal siding, and denial of the request for the carports.

Condon asked if the two metal carports were put up without a building permit to which Blank confirmed.

Thornsberry asked if they would need building permits to put carports up to which Dornoff responded yes.

Thornsberry stated that what is interesting is that the argument is made that the property is large and isolated and in and industrial area but recommending denial because of the residential character so the argument doesn't hang together to which Beckman responds that as you go south there is more residential but to the north is industrial.

Holdiman noted that the property is zoned "R-1" and Schroeder noted that staff reviewed the request and felt that we are being consistent with not allowing metal frame structures on residential structures and the metal siding and the board may do with it what it wishes but strongly encourages that if the carports are allowed to remain that the one needs to be removed from the front yard.

Beckman asked Schroeder about the picture in the packet showing the gazebo and a carport behind it and if that was one of the carports and the other that is right in front of the house and if the other building on the site is staying to which Schroeder responded yes those are the carports and the other building which appears to be a shed is staying.

Holdiman asked about the picture that says looking toward where the new accessory structure will be constructed to which Schroeder responded that it is in the field behind the shed as shown in the picture.

Gustafson noted that the home appears to have a 3 car attached garage so these structures are in addition to the existing garages and Beckman emphasizes that the carports were put up illegally and Schroeder responds that he is not aware of building permits for either carport which planning would not have signed off on.

Condon asked staff that normally there is concern about the height of the structure to which Schroeder responded that originally there was not a variance to the height of the building as there was not enough information in the plans submitted for staff to accurately calculate a height so he estimated the height and

unless they were going with a sidewall less than 12 feet then they would need a variance and only in the last couple days was the height of the building turned into staff. Schroeder also noted that staff has been more lenient on the height when staff is recommending approval on the structure size.

Gustafson asked about new homes going up along east Donald that are proposing carports and what is the concern about metal frame carports to which Schroeder asked if it was the new 180-unit housing development and that he believes that they are proposing carports and if they are metal they would need a variance however what is being discussed here is the prefab metal structure while the ones at an apartment complex would usually be a long row and not the metal frame and would probably be stick built. Schroeder also stated that the concern with metal carports is their appearance and how compatible that is in a residential setting.

Gustafson then asked if there was no concern about safety such as in a Tornado and it being caught in the wind to which Schroeder responded that safety is a concern but that is not part of the Zoning Ordinance but instead part of the Building Code and if a structure obtains a proper building permit it would not be an issue and typically metal frame carports do not meet the requirements of the building code without special anchoring.

Holdiman noted in the plan submitted by the applicant that 48X38X16 was written down and asked is the 16 was the height of the sidewalls or the height to the peak of the roof to which Schroeder answered is probably the height of the sidewall. The applicant indicated it was not the sidewall height.

Thornsberry asked what the drawn in square is on the aerial image to which Schroeder responded the square represents the location of the proposed accessory structure to the southeast of that shed building although it is not to scale.

Louis Carter, 2540 Burton Avenue was asked by Condon if he knew that the carports were not supposed to be put up to which Carter responded that he was told that they were not allowed but he put them up anyway because he needed them because he is too old to be cleaning off snow and he has a bunch of equipment in the garages like a snow blower and a backup snow blower. He also noted he has 9 kids and sometimes has 7 or 8 cars on the property.

Carter further stated that what his wife and he are is looking for is storage space due to the equipment he has and all the stuff from his kids plus things have been vandalized when he was on vacation.

Condon asked Carter if he knew that they were recommending removal of the carports to which Carter stated yes but feels that should be for areas with homes bumper to bumper but he is on 12 acres and he driveway is over a hundred feet long and his three car garage is full of equipment. He also stated that he has stuff on his porch that needs to come in during the winter and be stored, the carport in the back has stuff under it and he needs all the equipment to keep the place up, plus he has no neighbors, only deer and turkeys.

Condon asked if constructing the new building won't relieve the issue with space and the height of the new building to which Carter responded that his basement is full too because he had 9 kids and they have all their stuff in his house and the door for the building will be 16 feet high.

There was further discussion on the height of the building with Schroeder explaining that he cannot calculate the overall height without knowing the height of the sidewalls, and the slope of the roof, which that info is not indicated on the plans.

Condon noted that there has been a suggestion to table the item but wants to say that he personally does not have a problem with the building and the height is not a concern other than actually knowing what it is and stated that he was pretty sure it is not going to get approval for the carports to which Carter responded that he will not get rid of the carports. He also said there are a lot of people in town with carports.

Holdiman asked what would be wrong with requiring them to move the carport that is in front of the house and moving it to the rear and that everything on both carports meets building code and Schroeder noted that staff is recommending the carports not be allowed at all, which is consistent with the Zoning Ordinance but it is up the board, but if they are going to allow them to stay that a variance should not be approved to allow them in the front yard.

Nancy Carter, 2540 Burton Avenue, noted that there are two wood areas behind their house and there are woods across the street, and the nearest house across the street is to the north so they are not bothering anyone and they should be allowed to do what they want because it is not interfering with anyone. Also stated that if they have to move the carports to the back they will need to put a whole new driveway in. If anything she would like to see the shed removed.

Beckman asked Louis Carter for confirmation that they have a 3-car attached garage but there are no cars in there to which Carter responded they have one car for one of their sons and actually have two cars in there now. Beckman commented that the Carters are requesting to build a very large accessory structure that could accommodate what is in the garage so that cars could be put in there and eliminate the car port to which Louis Carter responded that he does not want to because the carports are there for a reason and that new building will be way in the back. He stated that he is an old and retired from John Deere and doesn't want to have to walk all the way back there to get equipment.

Nancy Carter stated that the carport is not in the front yard and that it is on the side of the house to which Condon responded that it is considered the front yard because the home is addressed off of Burton. Schroeder explained how the Zoning Ordinance defined the front yard.

Condon stated that the board needs to make a decision and if the board gives the Carters a variance to have the carport in the front yard while it may not seem to be of a concern where they are located but it is a concern when someone else in the city comes and makes the same request they will ask why should they be denied if the Carters were approved to which Carter responded there is a difference if they are bumper to bumper. Condon then asked the Carters if they want the Board to continue even though more than likely there is a good chance it will get denied for the carport portions, especially the one in the front. Carter then asked what he would have to do, can he move them to the back to which Condon responded that would be one option if the Board would approve it that way.

Beckman stated that the Carters have a carport in the back near the gazebo and the one out front and asked the Carters if they move the one out front where would they move it to which Louis Carter responded probably back by the one garden to the south of Gazebo. Beckman then asked how they would access the carport to which Nancy Carter stated that they would have to build a whole new driveway.

Thornsberry asked where they would need to move the structure in order for it not to be in the front yard to which Schroeder responded it would not have to go back very far but most likely the length of the building and a couple more feet, to technically be out of the required front yard.

Condon asked isn't it all front yard to which Schroeder stated that he feels it is still a highly visible area and that is why staff would recommend denial of any metal frame carport and explained the Ordinance

definition of the front yard and that everything in front of the house is front yard even if you are 300 feet from the front of the house the front yard line runs between the two side property lines then once you are further east of the front wall of the house then you are in the side yard or back yard, and showed on the aerial image where the carport could be moved to and not be in the front yard however staff is not recommending approval of that.

Holdiman asked Carter again if they are still going to need the carport once the new building is put up to which Louis Carter stated yes.

Beckman asked if their 9 children live at home to which Nancy Carter stated that they keep coming back. Beckman followed up by asking how long they come back to which Louis Carter answered they come back with their spouses and children sometimes as long as a year.

Condon asked Louis Carter if he had a time frame for constructing the new building and if tabling the request would be a determent to which Carter responded that he needs to get materials ordered because of extended lead times.

Gustafson stated that it would make sense to divide the variances into separate motions to which Beckman stated the building should be separate and Holdiman agreed that the building should be separate from the carports.

Holdiman asked for clarification on the size of the building and if the 50'X48' included the two porches.

Holdiman asked if a metal carport will pass a building inspection to which Schroeder responded that they do have issues passing but they would need to have plans that show how they are affixing them to the ground and meeting manufacture specifications.

Gustafson asked if the applicant would need to do that if they were moving the carports back on the lot, to which Schroeder stated yes.

Condon asked if the Board did nothing regarding the carports if it would be the same as denying since they are already in violation to which Schroeder responded that technically that is correct but since it was included in the request it would be the staff's preference that a motion is made on the carports.

Thornsberry suggested that the request be tabled, to which Beckman asked if that is just to push it down the road and Condon responded it would allow the applicant time to talk to the city, find out what they can and cannot do, and give them 30-days to work it out.

Condon told the Carters that his going to vote against the carports but if he wants the Board to table it to which Louis Carter asked where could he move them to, to which Condon stated that at this point the Board may not allow the carports at all to which Louis Carter asked Schroeder why they can't have them which Schroeder responded that the City of Waterloo City Council adopted the City of Waterloo Zoning Ordinance which includes a provision prohibiting metal framed carports on residential properties.

Beckman explained to the Carters that the accessory structure has been approved with metal siding, what is being discussed now is only the carports.

Nancy Carter stated that there are metal carports everywhere in the city and in the front yard to which Gustafson stated that what is being discussed on their property and the Board cannot do anything about the other properties.

Carter agrees to try to work with the city and try to get the carport situation worked out.

It was moved by Holdiman, seconded by Thornsberry, to approve the request of Louis Carter for a variance to the accessory structure size limit to allow for the construction of a 50' X 48' 2,400 square foot accessory structure, in addition to 502 square feet of existing accessory structures for a total of 2,902 square feet, 1,102 square feet more than the 1,800 square feet allowed, a variance to the restriction prohibiting steel siding, and a variance to the height restriction to allow for a 20 foot tall roof height 5 feet higher than the 15 feet allowed in the "R-1" One and Two-Family Residence District located at 2540 Burton Avenue. Motion carried unanimously.

It was moved by Beckman, seconded by Thornsberry, to table the request of Louis Carter for a variance to allow for metal carports, and a variance to allow for an accessory structure in the front yard in the "R-1" One and Two-Family Residence District located at 2540 Burton Avenue. Motion carried unanimously.

Holdiman left at 5:30 before the discussion on item 4.

4. Request by Ronald Mentel for a variance to the accessory structure size limit to allow for the construction of a 14' X 20' 280 square foot accessory structure in addition to a proposed 832 square foot accessory structure for a total of 1,112 square feet of accessory structures, 262 square feet more than the 850 square feet allowed in the "R-2" One and Two-Family Residence District located at 2421 University Avenue.

Hyberger read the staff report recommending approval of the request with the condition that the existing 14' X 22' (308 SF) garage is demolished before the new 32' X 26' 832 square foot garage and new 12' X 20' 240 square foot accessory structure are constructed.

Beckman asked if the concrete slab that is already in place what brought to the Board to which Hyberger stated that the applicant came in requesting to build a new accessory structure which was legal but then also wanted to build an additional accessory structure that would go over the limit so he is requesting to build a smaller accessory structure in addition to the new large accessory structure he has been approved for, which will be built on the concrete slab that has already been built.

Condon asked if the building that needs to be demolished already has been demolished and if that is where the new one is going to which Hyberger stated no has not come down but that is close to where the new one will be going.

Beckman asked if the new structure will be south of the new garage where the photo shows a trailer currently sitting to which Hyberger stated yes and that the 14' X 20' building is the one that needs the variance since the 832 square foot accessory structure will meet the requirements of the Zoning Ordinance.

Condon asked if the larger garage could be approved with the existing garage present to which Schroeder responded that staff can sign off on a building permit with the condition that the existing structure be demolished at the time the new one is finished.

Sarah Hannick stated that she is the applicant's sister, and the applicant himself is a truck driver and is currently on the road but confirmed that the existing garage was going to be demolished.

Beckman asked Hannick what the timeline is for removing the existing garage, to which Hannick stated that he would be gone for two weeks due to a family emergency but as soon as he got back the entire family was planning to help tear down the structure.

Beckman asked if anything could move forward until the old building is torn down, to which Schroeder responded that staff usually allows people to keep the old garage up until the new garage is completed as they may have stuff stored in the old structure that they wish to move into the new one.

Condon states the staff report says that nothing can move forward until the old garage is demolished, to which Hannick responded that the contractor was hoping to come out and start within the next couple of weeks, to which Condon responded that the motion would need to be stated the old garage to be demolished upon completion of the new one.

It was moved by Gustafson, seconded by Beckman, to approve the request of Ronald Mentel for a variance to the accessory structure size limit to allow for the construction of a 14' X 20' 280 square foot accessory structure in addition to a proposed 832 square foot accessory structure for a total of 1,112 square feet of accessory structures, 262 square feet more than the 850 square feet allowed with the condition that the existing 14' X 22' (308 SF) garage is demolished upon completion of the new 32' X 26' 832 square foot garage in the "R-2" One and Two-Family Residence District located at 2421 University Avenue. Motion carried unanimously.

5. Request by the City of Waterloo for a Special Permit to allow for the construction of 21 new canopies in the parking lot of the Waterloo Regional Airport in the "M-2, P" Planned Industrial District located at 2790 Livingston Lane

Dornoff read the staff report recommending approval of the request with the condition that the final site plan meets all applicable city codes, regulations, etc., including, but not limited to, landscaping, drainage, setback, etc.

Beckman stated that it appears that some of the proposed canopies have solid lines, and others have dashed lines, to which Dornoff responded that the dash lines are phase II, which are being approved with this request, but not built right away.

Keith Kaspari, Waterloo Regional Airport Director, explained the proposed project and the funding being used for it and stated that phase 2 would depend on additional funding.

It was moved by Beckman, seconded by Gustafson, to approve the request of the City of Waterloo for a Special Permit to allow for the construction of 21 new canopies in the parking lot of the Waterloo Regional Airport in the "M-2, P" Planned Industrial District with the condition that the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, landscaping, drainage, setback, etc. located at 2790 Livingston Lane. Motion carried unanimously.

IV. Discussion

Condon stated that he does not know where the other Board members stand, but it sounds like we kicked the carport situation down the road. Hopefully, the applicant will sit down with city staff, but feels that a carport in the front yard is atrocious and maybe staff can convince him he is in violation.

Thornsberry stated that she understands the concern in the city, but they are on 12 acres, and if it can just be pushed back out of the line of sight but also understands the engineering requirement, which he did not have.

Gustafson stated that even if pushed back, it is an illegal structure, to which Thornsberry asked what if it was agricultural land to which Schroeder responds that it was industrial land before it was rezoned for this home. Gustafson asked if it would be allowed in industrial zoning to which Schroeder responded that it would be allowed but is not allowed in residential and noted that it had to be rezoned from industrial which staff recommended denial because it was an industrial area and the lot immediately to the south is a junkyard. He further stated that the residence across the street was also rezoned from industrial after this one was.

Beckman asked about the existence of the junkyard to which Schroeder explained how it came into existence.

Thornsberry asked if was residential zoning to which Schroeder responded that it is split zoning with the junkyard portion zoned C-2, C-Z, and the residence zoned R-2.

V. Adjournment

It was moved by Beckman, seconded by Thornsberry, to adjourn the meeting at 5:48 p.m. Motion carried unanimously.

Respectfully submitted,



John Dornoff,
Planner II