THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA,
REGULAR SESSION TO BE HELD AT
Harold E. Getty Council Chambers
Monday, August 1, 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

Ray Feuss, Ward 5 Council Member

Agenda, as proposed or amended.

Minutes of July 18, 2022, Regular Session, as proposed.

Proclamation declaring August 2, 2022 as National Night Out.

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 Cathy Ketton, in

conjunction with the Splash of Color Breast Cancer Support Group 11th Annual 3K Walk Fundraiser, to be held October 8, 2022 from 8:00 a.m. to noon, in and around E. 4th and Adams Streets and Sullivan Park under the Shelter, including the use of music and a PA system.

Submitted By: Major Leibold

3. Resolution approving Variance to Noise Ordinance request in conjunction with a Private Party to be held at Splash Pool, located at 3321 Ansborough Avenue, on August 20, 2022 from 3:00 p.m. to 6:00 p.m., including live music.

   Submitted By: Major Leibold

4. Resolution authorizing the Traffic Engineer to submit for an Iowa DOT Traffic Safety Improvement Program Grant, in the amount of $500,000.00, for installation of a roundabout at the intersection of E. Shaulis Road and Hammond Avenue, committing to maintaining the improvements for the life of the project, and authorizing the Mayor to execute said document.

   Submitted By: Mohammad Elahi, Traffic Engineer

5. Resolution approving application for an Iowa Department of Transportation Traffic Safety Improvement Grant for traffic signalization of Mullan Avenue (US 63) and Sycamore Street intersection, in the amount of $251,000, committing to maintaining the improvements for the life of the project, and authorizing the Mayor to execute said document.

   Submitted By: Mohammad Elahi, Traffic Engineer

6. Resolution approving a Resources Enhancement and Protection Grant application, in an amount not to exceed $193,890.00 with no required City match, in conjunction with the Greenbelt Lake Improvements Phase 2 Project, and authorizing the Mayor to execute said document.

   Submitted By: Todd Derifield, Park Superintendent

7. Resolution approving a grant agreement with the Otto Schoitz Foundation in the amount of $1 million, in conjunction with the Transforming Gates and Byrnes Parks Project, and authorizing the Leisure Services Director to execute said document.

   Submitted By: Paul Huting, Leisure Services Director

8. Resolution approving request to hold MDA Boot Block on August 19, 26 and September 2, 2022 from 3:00 p.m. to 6:00 p.m., at the intersections of Franklin and E. 3rd Streets, Ansborough Avenue, LaPorte Road and San Marnan Drive, and Kimball and Ridgeway Avenues.

   Submitted By: Pat Treloar, Fire Chief

9. Resolution accepting the Local Fire Protection and Emergency Medical Services Grant, for the purchase of a BDS Laundry washer/extractor by the State of Iowa for delivery to and use by Waterloo Fire Rescue, in the amount of $8,368.00, and authorize the Fire Chief to execute said document.

   Submitted By: Pat Treloar, Fire Chief

10. Resolution approving request of Sheila Washington, for a waiver for a concrete driveway, located at 511 Mildred Avenue, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.

    Submitted By: Jamie Knutson, PE, City Engineer

11. Resolution approving request of Izet Cejvanovic, for a waiver for a concrete driveway, located at 2176 Country Lane, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.

    Submitted By: Jamie Knutson, PE, City Engineer

12. Resolution approving the request of Luiz Gustavo, for tax exemptions on the construction

of a new single family home valued at $321,531.00, for property located at 3346 Lincolnshire Road, and located in the City Limits Urban Revitalization Area (CLURA).

Submitted By: Noel Anderson, Community Planning and Development Director

13. Resolution approving award of bid to Peterson Contractors, Inc., of Reinbeck, Iowa in the amount of $121,562.90, approving the contract, bonds, and certificate of insurance, in conjunction with the FY 2023 Martin Luther King Jr. Drive/Northeast Industrial Park Wetland Mitigation, Contract No. 1005, and authorizing the Mayor and City Clerk to execute said documents.

    Submitted By: Jamie Knutson, PE, City Engineer

14. Resolution approving award of bid to K & W Electric, Inc., of Cedar Falls, Iowa in the amount of $749,772.30, and approving the contract, bonds, and certificate of insurance in conjunction with the FY 2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054, and authorizing the Mayor and City Clerk to execute said documents.

    Submitted By: Oumie Ceesay, Associate Engineer

15. Resolution approving Acceptance of Improvements of the Audubon Hills Second Addition, performed by Owen Contracting, Inc., of Cedar Falls, Iowa and Jesup Land Improvement Co., of Jesup, Iowa, and receive and file a two-year maintenance bond.

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

16. Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Failor-Hurley Construction of Waterloo, Iowa, in conjunction with the traffic Control Room Remodeling, Iowa DOT Project No. STP-U-8155(755)--70-07, in the amount of $55,331.00, and release of retainage in the amount of $2,766.55.

    Submitted By: Mohammad Elahi, Traffic Engineer

17. Resolution approving Completion of Project and Recommendation of Acceptance of Work, for work performed by Brock Even Construction, LLC, of Jesup, Iowa, in the amount of $309,481.43, in conjunction with the FY 2022 Sidewalk Repair Assessment Program - Zone 1, Contract No. 1055, and receive and file a two-year maintenance bond.

    Submitted By: Jamie Knutson, PE, City Engineer

18. Resolution setting date of public hearing as August 15, 2022, to approve a request by the City of Waterloo for a Site Plan Amendment to the “M-2,P” Planned Industrial District, to allow for the construction of parking lot canopies located at 2790 Livingston Lane, and instruct the City Clerk to publish notice.

    Submitted By: Noel Anderson, Community Planning and Development Director

19. Resolution setting date of public hearing as August 15, 2022 for the sale and conveyance of City owned property, in the amount of $1.00 with a minimum assessed value of $550,000.00, and option for additional property, located along Warp Drive and Leversee Road, for the construction of a new 10,800 square foot industrial building, including a Development and Minimum Assessment Agreement with Camenzind Masonry, LLC, and instruct the City Clerk to publish notice.

    Submitted By: Noel Anderson, Community Planning and Development Director

20. Resolution setting date of public hearing as August 15, 2022, to approve a request by Camenzind Masonry for a Site Plan Amendment to the “M-2,P” Planned Industrial District to allow for construction of a 10,800 square foot Office/Warehouse facility located east of 2210 Leversee Road, and instruct the City Clerk to publish notice.

    Submitted By: Noel Anderson, Community Planning and Development Director

21. Resolution designating $4.5 Million in City Matching Funds for the Transforming Gates and Byrnes Parks Project.

    Submitted By: Paul Huting, Leisure Services Director

22. Resolution approving an Amendment to Lease Agreement with Cedar Valley Youth Soccer

Association, for a 10-year extension and addition of land located at 3031 West Ridgeway Avenue for the use of soccer activities, and authorizing Mayor and City Clerk to execute said documents.

Submitted By: Noel Anderson, Community Planning & Development Director

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

a. **LeAnn Even, Deputy City Clerk**

Class/Meeting: Iowa League of Cities Annual Conference

Destination: Waterloo, IA Waterloo Convention Center

Dates: September 28-30, 2022

Amount not to exceed: $220.00

b. **Kelly Martin, Jon Martin, Rudy Jones, Community Development**

Class/Meeting: Mini - Lead Conference

Destination: Omaha, NE

Dates: August 7-8, 2022

Amount not to exceed: $992.00

c. **Julie Dawson, Director, Wanda Dorris, Housing Coordinator, Janet Wessels, Housing Coordinator, and Jennifer McGee, Bookkeeper/Administrative Assistant**

Class/Meeting: Iowa National Association of Housing and Rehabilitation Officials 2022 Annual Conference/Training

Destination: West Des Moines, IA

Dates: September 14-15, 2022

Amount not to exceed: $3,540.00

d. **Jennifer McGee, Bookkeeper/Administrative Assistant**

Class/Meeting: Housing Choice Voucher Financial Accounting and Reporting

Destination: Online

Dates: October 4-6,2022

Amount not to exceed: $892.50

e. **Keith Kaspari, Airport Director**

Class/Meeting: 4-States Aviation / Airport Conference

Destination: Kansas City, MO

Dates: August 24-26, 2022

Amount not to exceed: $1,010.00

2. **LIQUOR LICENSES**

a. **Applebee's Neighborhood Grill& Bar, 2780 Crossroads Blvd.**

Class: C Liquor

Renewal Application Includes Sunday

Expiration Date: 6/23/2023

b. **Benevolent & Protective Order of Elks #290, 407 E. Park Ave.**

Class: C Liquor w/Outdoor Service and Catering

Renewal Application Includes Sunday

Expiration Date: 6/30/2023

c. **BJ's Bar and Billiards, 110 Ida St.**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 7/29/2023

d. **Cedar Valley Arboretum & Botanic Gardens, 1927 E. Orange Rd. *5-Day***
Class: B Beer w/Outdoor Service
New Application Includes Sunday
Expiration Date: 8/15/2022

e. **Chilito's Mexican Bar and Grill, 441 E. Tower Park Drive**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 8/7/2023

f. **Dad's Pub, 1106 La Porte Rd.**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 6/30/2023

g. **Family Dollar Store #21424, 1120 Franklin St. *Ownership Update***
Class: B Wine / C Beer
New Application Includes Sunday
Expiration Date: 8/8/2022

h. **Kwik Star #723, 707 Broadway St.**
Class: B Wine / C Beer
Renewal Application Includes Sunday
Expiration Date: 7/21/2023

i. **Kwik Star #724, 1105 Cedar Bend St.**
Class: B Native Wine / C Beer
Renewal Application Includes Sunday
Expiration Date: 7/21/2023

j. **Kwik Star #732, 324 Fletcher Ave.**
Class: B Wine / C Beer
Renewal Application Includes Sunday
Expiration Date: 7/21/2023

k. **Kwik Star #722, 1214 Franklin St.**
Class: B Wine / C Beer
Renewal Application Includes Sunday
Expiration Date: 7/21/2023

l. **Maple Lanes, 2608 University Ave.**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 7/22/2023

m. **Red Lobster #6267, 941 E. San Marnan Dr.**

Class: C Liquor
Renewal Application Includes Sunday
Expiration Date: 7/27/2023

n. **Verve Kombucha, 327 W. 3rd St.**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 7/9/2023

o. **Waterloo Fraternal Order of Eagles, 202 E. 1st St. *Ownership Update***
Class: A Liquor w/Outdoor Service
New Application Includes Sunday
Expiration Date: 7/14/2023

p. **XO Food & Liquor, 428 Franklin St.**
Class: B Wine / C Beer / E Liquor
Renewal Application Includes Sunday
Expiration Date: 8/9/2023

3. **APPOINTMENTS**

a. **Mark Kuiper**
Board/Commission: Design Review Board
Expiration Date: August 12, 2025
Re-Appointment

b. **Jessica Rucker**
Board/Commission: Design Review Board
Expiration Date: August 5, 2025
Re-Appointment

c. **Dennis Hart**
Board/Commission: Human Rights Commission
Expiration Date: January 18, 2025
New Appointment

4. Motion approving Final Quantity Summary with Brock Even Construction, LLC, of Jesup, Iowa, for a net decrease of $74,593.75, in conjunction with the FY 2022 Sidewalk Repair Assessment Program - Zone 1, Contract No. 1055, and authorizing the Mayor and City Clerk to execute said document.

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

5. Recommendation of appointment of Doug T. Smith from the current Civil Service list, to the position of Equipment Operator II in the Street Department, pending completion of physical and drug testing, effective August 8, 2022.

   Submitted By: Randy Bennett, Public Works Division Manager

6. Recommendation of appointment of Bridgett Wood to the position of Public Works Coordinator in the Public Works Division, pending completion of physical and drug testing, effective August 15, 2022.

   Submitted By: Randy Bennett, Public Works Division Manager

7. Bonds.

PUBLIC HEARINGS

2. **Resolution authorizing the sale and conveyance of City property located adjacent to 120 Smith Street and west of 136 Smith Street, in the amount of $850.00, to LuAnn Stoakes with no development agreement.**

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 authorizing the sale and conveyance of City property located adjacent to 120 Smith Street and west of 136 Smith Street, in the amount of $850.00, to LuAnn Stoakes with no development agreement., and authorizing the Mayor to execute said documents.

Submitted By: Noel Anderson, Community Planning and Development Director

3. **Request by Hawkeye Community College for a Site Plan Amendment to the "R-1,R-P" Planned Residence District to allow for the construction of five (5) one-story single-family homes at Williston Field, located east of 1202 West 7th Street.**

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 and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a Site Plan Amendment to the "R-1,R-P" Planned Residence District to allow for the construction of five (5) one-story single-family homes at Williston Field, located east of 1202 West 7th Street.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt the ordinance.

Submitted By: Noel Anderson, Community Planning and Development Director

4. **FY 2022 Sergeant Road Trail Bridges No. 2 and No. 3 Replacement, Contract No. 1070.**

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 Peterson Contractors, Inc., of Reinbeck, Iowa, in the amount of $323,40295, approving the contract, bond and certificate of insurance, in conjunction with the FY 2022 Sergeant Road Trail Bridges No. 2 and No. 3 Replacement, Contract No. 1070, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Oumie Ceesay, Associate Engineer

5. **Five year Business Property Lease Agreement with International Investment Risk Trust, LLC, for the lease/conveyance of land in the South Waterloo Business Park for multiple data containers/centers and rights to additional land in the South Waterloo Business Park for future projects, in the amount of $1,000.00 per month, and option to purchase property for $1.00, and approval of a Development Agreement.**

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 approving five year Business Property Lease Agreement with International Investment Risk Trust, LLC, for the lease/conveyance of land in the South Waterloo Business Park for multiple data containers/centers and rights to additional land in the South Waterloo Business Park for future projects, in the amount of $1,000.00 per month, and option to purchase property for $1.00, and authorizing the Mayor and City Clerk to execute said

document.
Resolution approving the sale and conveyance of property in the South Waterloo Business Park, in the amount of $1.00, and authorizing the Mayor and City Clerk to execute said document.
Resolution approving a Development Agreement with International Investment Risk Trust, LLC, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

RESOLUTIONS

6. Resolution approving an amendment to the Animal Control Services Agreement with the Cedar Bend Humane Society, originally executed June 19, 2017, in conjunction with August 2022 thru July 2026 Animal Control Service Fees, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Sandie Greco, Traffic Operations Director

7. Resolution approving an Amendment to a Development Agreement with Debra Kay Hodges, for an extension of time to rehabilitate 1644 Logan Avenue, and authorizing the Mayor and City Clerk to execute said documents.

Submitted By: Noel Anderson, Community Planning & Development Director

8. Resolution approving documents, and adopt and levy the Final Schedule of Assessments, in conjunction with the FY 2022 Sidewalk Repair Assessment Program - Zone 1, Contract No. 1055, and instruct the City Clerk to publish notice.

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

9. Resolution approving a Professional Services Agreement with Terracon Consultants, Inc., of Cedar Falls, Iowa, in an amount not to exceed $8,700.00, in conjunction with the FY 2023 Hwy. 21 and E. Orange Road Sanitary Sewer Extension, Contract No. 1071, and authorizing the Mayor to execute said document.

Submitted By: Matt Schindel, Associate Engineer

10. Resolution approving amendments to the City of Waterloo Records Request Policy, originally adopted by Resolution No. 2017-113.

Submitted By: Kelley Felchle, City Clerk

11. Resolution approving a Purchase Rights Agreement with Cause-Related Opportunity Zone Fund LLC, for the purchase and redevelopment of the parking lot near the Sportsplex for a parking ramp and residential development, and authorizing the Mayor and City Clerk to execute said documents.

Submitted By: Noel Anderson, Community Planning & Development Director

12. Resolution approving a Real Estate Purchase Agreement with Union Development Holdings, LLC, for a 10.78 acre parcel of land owned by the City of Waterloo to be developed for at total of at least 150 multifamily units, and authorizing the Mayor and City Clerk to execute said documents.

Submitted By: Noel Anderson, Community Planning & Development Director

ORDINANCES

13. An ordinance establishing grades for the City of Waterloo FY 2022 Sidewalk Repair Assessment Program – Zone 1, Contract No. 1055.

Motion to receive, file, consider, and pass for the first time an ordinance establishing grades for the City of Waterloo FY 2022 Sidewalk Repair Assessment Program – Zone 1, Contract No. 1055.
Motion to suspend the rules.
Motion to receive, file, consider, and pass for the second and third times and adopt said ordinance.

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

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

MEETINGS

4:10 p.m. Council Work Session, Harold E. Getty Council Chambers

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

PUBLIC INFORMATION

1. Communication from the Police Department on the notice of the conclusion of employment for Kristin Schuster, Police Sergeant, effective 07/12/2022 with recommendation of approval of payout of $13,366.68 for unused benefits.

2. Design Review Board minutes of May 26,2022.

3. Board of Adjustment minutes of May 24, 2022.

4. Planning, Programming & Zoning Commission minutes of June 14, 2022.

5. June 2022 Community Development Board meeting minutes

CITY OF WATERLOO

Council Communication

Minutes of July 18, 2022, Regular Session, as proposed.

City Council Meeting: 8/1/2022
Prepared:

ATTACHMENTS:

	Description	Type
	7/18/2022 - Regular Session	Backup Material

Submitted by: Submitted By:

July 18, 2022

The Council of the City of Waterloo, Iowa, met in Regular Session at Harold E. Getty Council Chambers, Waterloo, Iowa, at 5:30 p.m., on Tuesday, July 5, 2022. Mayor Pro Tem Feuss in the Chair. Roll Call: Boesen, Nichols, Amos, Chiles, Grieder, Wilder and Feuss. Mayor Hart appeared via zoom.

Prayer or Moment of Silence.

Pledge of Allegiance: Kelley Felchle, City Clerk

107569 - Boesen/Grieder

that the Agenda, as proposed, for the Regular Session on Monday, July 18, 2022, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

107570 - Boesen/Grieder

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

107571 - Grieder/Chiles

To amend the agenda by moving Items No. 9 and 10 under Resolutions to the beginning of the agenda prior to Recognitions. Voice vote-Ayes: Seven. Motion carried.

107572 - Boesen/Chiles

that "Resolution calling a special city election", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Maggie Burger, Speer Financial, explained the reason for requesting a special election on September 13, 2022 is for a $20,000,000 general obligation capital loan note referendum. This referendum would require 60 percent, or what is called a super majority, to pass. The funds would be for the city to construct the backbone of the broadband project. The city will own the asset of the backbone, which will bring down the cost of what needs to be borrowed on the revenue side of things.

Steve Nadel, Ahlers & Cooney, stated that the ballot proposition is drafted slightly broader than just the backbone for the purpose of leveraging with a lender.

Mayor Hart shared that for the last 15-20 years, the city has done a lot of talking about needing to create its own ability to provide service to its citizens. Now is the time to step up and make it a reality. He thanked all of the city staff, council, Maggie Burger and Steve Nadel for all of the hours put in to get us to this point.

Todd Obadal, 124 Amity Drive, commented that he is not seeing any specific wording, just a general statement. He questioned if there is a draft that can be read that has the specifics.

David Dryer, 3145 W. 4th Street, questioned why this broadband was not brought before the public first to see if the citizens even wanted it. He questioned why this couldn't be on the November ballot instead of a special election.

Mayor Hart commented that the citizens voted years ago for the city to have a municipal telecom.

Steve Nadel explained that a September election date is being used rather than the November election date is because this special election can only go in September in even numbered years. He added that the asset would be owned by the city and there is no third party middleman being proposed.

Forest Dillavou, 1725 Huntington Road, commented that he has a very strong concern about adding more fees. Once they are added to, they never go back down. Three years ago, citizens filed for a re-audit on city finances. As of today, the state auditor has not completed the audit and is not doing his job. He called last week to see where the audit is and there was no answer.

Mayor Hart explained that the city does not have accountability on whether the state auditor responds to citizens requests.

Steve Nadel added that any utilities that utilize the fiber backbone system for their purposes, they would pay for that usage. If such utility were to issue any revenue bonds each one would have to hold a hearing for public comment.

Resolution adopted and upon approval by Mayor assigned No. 2022-440.

107573 - Boesen/Chiles

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

Resolution adopted and upon approval by Mayor assigned No. 2022-441.

Recognition Ironman Battalion Day.
Recognition of 30 Years of Service for Kathleen Skillings.
Recognition of Officer Wittmayer, Lifesaving Award.

PUBLIC COMMENTS

Necmarie Cruz, 828Wildwood Road, commented that she was involved in an accident a few hours ago at W. Parker and South Street and shared that it would helpful if a four-way stop would be made at this location. She further described how the accident occurred and noted that she received a citation for the incident. She also stated that she believes officers could do better with how they treat people with language barriers. Her father's English is not the greatest and she felt the officer was disrespectful and rude to her father.

David Dryer, 3145 W. 4th Street asked that consent agenda item #13 be removed from the consent agenda. He further stated that on San Marnan Drive that says coming summer 2021 for a condo construction. He is reminded of the All-In-Grocery store and questioned if the city holds anyone to the contract they have with the city.

Todd Obadal, 124 Amity Drive, shared that he wanted to give a complement to the city as the traffic lights were synced perfectly around W. 5th Street. He stated that he wanted to address the Chief Financial Officer resigning, shared rumors he had heard, and asked that they be confirmed or refuted.

Mr. Feuss asked Mr. Obadal to address his concerns with Mayor Hart.

Mr. Grieder explained that he will be continuing to have community discussions and listed the places, dates and times.

Mr. Chiles shared that he has had citizens approach him about bikes and their ability to ride the trails in the community. He addressed wearing a hat at the council meeting last week and apologized to those he had offended.

Lawrence Marshall, shared that he is the new pastor at Payne Memorial. They host a free community meal every Friday 1044 Mobile Street, wanted to announce that Payne Memorial AME will be hosting a public forum on the 31st of July from 2:00 – 4:00 p.m. of political candidates.

107574 - Grieder/Wilder

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

CONSENT AGENDA

107575 - Feuss/Grieder

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

a. Resolutions to approve the following:

1. Resolution approving Finance Committee Invoice Summary Report, dated July 11, 2022, in the amount of $2,389,578.48 and July 18, 2022, in the amount of $3,982,595.64, a copy of which is on file in the City Clerk's office, together with recommendation of approval of the Finance Committee.

   Resolution adopted and upon approval by Mayor assigned No. 2022-442.

2. Resolution approving Variance to Noise Ordinance request from Cedar Valley Irish Cultural Association, in conjunction with the Iowa Irish Fest event, to be held on August 4-7, 2022, in and around Lincoln Park and surrounding streets to include a noise variance for the duration of the festival.

   Resolution adopted and upon approval by Mayor assigned No. 2022-443.

3. Resolution approving Variance to Noise Ordinance request from Lindsey Klein, in conjunction with the National Night Out event, to be held on August 2, 2022 from 6:00 p.m. to 8:00 p.m., on Marigold Drive in the Southdale Neighborhood, including music and a speaker system.

   Resolution adopted and upon approval by Mayor assigned No. 2022-444.

4. Resolution approving Variance to Noise Ordinance request from Rev. David Van Netten of Grace Reformed Church, in conjunction with the "Sunday in the Park" event, to be held on August 14, 2022 from 8:00 a.m. to 11:30 a.m. at Galloway Park, including a worship service, picnic, the use of a PA system and live music.

   Resolution adopted and upon approval by Mayor assigned No. 2022-445.

5. Resolution approving Variance to Noise Ordinance request from Charles Daniel, in conjunction with the USDA Greenhouse Project Erection and Ribbon Cutting event, to be held on July 29, 2022 from 8:00 a.m. to 1:30 p.m., at Oneida and Salisbury Street.

   Resolution adopted and upon approval by Mayor assigned No. 2022-446.

6. Resolution approving Acknowledgment/Settlement Agreement for Tobacco Violation-1st Offense for Ali's Corner, nka G's Corner, 1117 E. Fourth Street, Waterloo, Iowa 50703.

   Resolution adopted and upon approval by Mayor assigned No. 2022-447.

7. Resolution approving request of Jerry McClain for a waiver for a concrete driveway, located at 3119 Franklin Street, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.

   Resolution adopted and upon approval by Mayor assigned No. 2022-448.

8. Resolution approving request of Esmir Ozegovic for a waiver for a concrete driveway, located at 3331 West Ridge Drive, with the elimination of the sidewalk section due to issues with the slopes.

   Resolution adopted and upon approval by Mayor assigned No. 2022-449.

9. Resolution approving request of David Thierer for a waiver for a concrete driveway, located at 101 Byrnbrae Street, with the elimination of the sidewalk section due to the inability to meet the grade requirements.

   Resolution adopted and upon approval by Mayor assigned No. 2022-450.

10. Resolution approving the request of Michael Spence, for tax exemptions on the construction of a new single family home valued at $324,000.00, for property located at 1722 Lark Lane, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-451.

11. Resolution awarding bid to Service Management Systems of Nashville, Tennessee, for a three (3) year agreement to provide daily custodial services for the Airline Passenger Terminal Building in the amount of $9,726.00 per month, and authorizing the Mayor and City Clerk to execute said document.

    Resolution adopted and upon approval by Mayor assigned No. 2022-452.

12. Resolution setting date of public hearing as August 1, 2022 to consider approval of a Development and 5-year Business Property Lease Agreement with Risk Trust, LLC, for the lease/conveyance of land in the South Waterloo Business Park for multiple data containers/centers and rights to additional land in the South Waterloo Business Park for future projects, in the amount of $1,000.00 per month, and option to purchase property for $1.00, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-453.

~~13. Resolution setting date of public hearing as August 1, 2022, to approve the request by Hawkeye Community College for a Site Plan Amendment to the "R-1, R-P" Planned Residence District to allow for the construction of five (5) one-story single-family homes at Williston Field, located east of 1202 West 7th Street, and instruct the City Clerk to publish notice.~~

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

14. Resolution setting date of public hearing as August 1, 2022, for the sale and conveyance of City property located adjacent to 120 Smith Street, in the amount of $850.00, to LuAnn Stoakes, with no development agreement, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-454.

15. Resolution approving preliminary plans, specifications, bid documents, etc., setting date of bid opening as August 4, 2022 and date of public hearing as August 15, 2022, in conjunction with the FY 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation Project, Contract No. 1067, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-455.

16. Resolution approving preliminary plans, specifications, bid documents etc., setting date of bid opening as August 11, 2022, and date of public hearing as August 15, 2022, in conjunction with the Waterloo Fire Rescue Turnout Gear Replacement Project, and instruct the city clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-456.

17. Resolution authorizing an exception to the City of Waterloo's Purchasing Procedures Policy to approve the purchase of a 2023 demonstration unit, Peterbilt garbage truck, in the amount of $299,575.00 from Elliott Equipment of Davenport, Iowa.

    Resolution adopted and upon approval by Mayor assigned No. 2022-457.

18. Resolution authorizing an exception to the City of Waterloo's Purchasing Procedure to approve the purchase of BriefCam, in the amount of $120,642.23, from RC Systems of Waterloo, Iowa, in conjunction with the City of Waterloo Smart City project.

    Resolution adopted and upon approval by Mayor assigned No. 2022-458.

b. Motion to approve the following:

1.

Travel Requests				
Name & Title of Personnel	Class/Meeting	Destination	Date(s)	Amount not to Exceed
a. Wendy Bowman, Communications Director	Okoboji Writers Conference	Spirit Lake, IA	September 19-21, 2022	$695.00

2.

Approved Beer, Liquor, and Wine Applications				
Name & Address of Business	Class	New or Renewal	Expiration Date	Includes Sunday
a. Fester's Pub, 324 E. 4th Street	C Liquor w/Outdoor Service and Catering	New	6/8/2023	x
b. GR Kitchen & Taps, 205 W. 4th Street	C Liquor w/Outdoor Service	Renewal	6/14/2023	x
c. Guddi Mart, 306 Byron Avenue	B Wine / C Beer	Renewal	7/2/2023	x
d. Highway 63 Diner, 3030 Marnie Road	C Liquor	Renewal	6/30/2023	x
e. Iowa Irish Fest, 315 E. 5th Street *5 Day License*	C Liquor w/Outdoor Service	New	8/8/2022	x
f. Iowa Irish Fest, 3238 Dewitt Road *5 Day License*	C Liquor w/Outdoor Service	New	8/8/2022	x
g. Riverloop Expo Plaza, 400 Jefferson Street *5 Day License*	C Liquor w/Outdoor Service	New	8/16/2022	x
h. Riverloop Expo Plaza, 400 Jefferson Street *5 Day License*	C Liquor w/Outdoor Service	New	7/19/2022	x
i. Yesway Store #10022, 1976 Franklin Street	C Beer / E Liquor	Renewal	7/12/2023	x
j. Yesway Store #10023, 117 E. San Marnan Drive	B Wine / C Beer / E Liquor	Renewal	7/13/2023	x

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

Appointee	Board/Commission	Expiration Date	New or Re-Appointment
Carole Gustafson	Board of Adjustment	July 18, 2027	New

4. Motion approving Change Order No. 1 from Municipal Pipe and Tool Co., LLC, of Hudson, Iowa, for a net increase of $24,819.73 SRF and $1,103.75 Non SRF, for a total amount of $25,923.48, in conjunction with the FY 2021 CIP Pipelining Phase IVA2, Contract No. 1043, and authorizing the Mayor to execute said document.

5. Motion to approve Change Order No. 1 with Thomas Industrial Coatings, of Pevely, Missouri, for a net increase of $4,575.00, in conjunction with the FY 2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054, and authorizing the Mayor and City Clerk to execute said document.

6. Motion to approve recommendation of appointment of Brittney Hoyer to the position of CMOM Coordinator in the Waste Management Services Department, effective July 25, 2022.

7. Bonds.

Roll call vote-Ayes: Seven. Motion carried.

107576 - Boesen/Grieder

1.A.13. Resolution setting date of public hearing as August 1, 2022, to approve the request by Hawkeye Community College for a Site Plan Amendment to the "R-1, R-P" Planned Residence District to allow for the construction of five (5) one-story single-family homes at Williston Field, located east of 1202 West 7th Street, and instruct the City Clerk to publish notice. Roll call vote-Ayes: Seven. Motion carried.

David Dryer, 3145 W. 4th Street, questioned how much money the city will have in this development and stated that he does not know that the city got its money back on the previous homes that were built.

Noel Anderson, Community Planning and Development Director, provided an overview of the project.

Resolution adopted and upon approval by Mayor assigned No. 2022-459.

PUBLIC HEARINGS

107577 - Grieder/Chiles

that proof of publication of notice of public hearing on Waterloo Regional Airport improvements to Hangar No. 4, CSVI Project No. 9-I-220-ALO-200, and Contract No. 3345, as published in the Waterloo Courier on July 5, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

107578 - Grieder/Chiles

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

107579 - Grieder/Chiles

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

Resolution adopted and upon approval by Mayor assigned No. 2022-460.

107580 - Grieder/Chiles

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

Bid Estimate $151,675.00

Bidder	Bid Security	Bid Amount
Modern Builders, Inc. Janesville, IA	5%	$189,676.00
Cardinal Construction, Waterloo, Iowa	5%	$223,820.00

Voice vote-Ayes: Seven. Motion carried.

107581 - Grieder/Chiles

that "Resolution approving recommendation to reject all bids, in conjunction with the continuation of Waterloo Regional Airport improvements to Hangar No. 4, CSVI Project No. 9-I-220-ALO-200, and Contract No. 3345, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-461.

107582 - Nichols/Grieder

that proof of publication of notice of public hearing on FY 2023 Asphalt Emulsions for City of Waterloo's Seal coating Program, as published in the Waterloo Courier on July l8, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

107583 - Nichols/Grieder

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

107584 - Nichols/Grieder

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

Resolution adopted and upon approval by Mayor assigned No. 2022-462.

107585 - Nichols/Grieder

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

Estimate: $215,000.00

Bidder	Bid Amount			
	Product	Min. Quantity	Unit Price	Total
	HFMS-2S	1,760 Gallons	2.63	$4,628.80
	CRS-2P	940 Gallons	3.19	$2,998.60
Bituminous Materials & Supply LP Des Moines, IA	CSS-1 DILUTE/3:1	236 Gallons	1.73	$408.28
	Product	Max. Quantity	Unit Price	Total
	HFMS-2S	5,000 Gallons	2.63	$13,150.00
	CRS-2P	65,000 Gallons	3.19	$207,350.00
	CSS-1 DILUTE/3:1	32,000 Gallons	1.73	$55,360.00

Voice vote-Ayes: Seven. Motion carried.

107586 - Nichols/Grieder

that "Resolution awarding bid to Bituminous Materials & Supply, LP of Des Moines, Iowa in the amount of $8,035.68, (Minimum Quantity per unit price), $275,860.00 (Maximum Quantity per unit price), in conjunction with the FY2023 Asphalt Emulsions for the City of Waterloo's Seal Coating Program, and authorizing the Mayor to execute said document", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-463.

107587 - Grieder/Wilder

that proof of publication of notice of public hearing on FY2023 CIP Pipelining Phase IVA3, Contract No. 1063, as published in the Waterloo Courier on July 5, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

107588 - Grieder/Wilder

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

107589 - Grieder/Wilder

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

Resolution adopted and upon approval by Mayor assigned No. 2022-464.

107590 - Grieder/Wilder

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

Bidder	Bid Security	Bid Amount
Insituform Technologies Chesterfield, MO	5%	Base Bid - $984,632.20 Alt. 1- $185,797.90 Alt. 2 - $15,600.00 Total - $1,186,030.10
Municipal Pipe Tool Co., LLC Hudson, IA	5%	Base Bid - $877,405.00 Alt. 1 - $88,134.90 Alt. 2 - $45,000.00 Total - $1,010,539.90

Voice vote-Ayes: Seven. Motion carried.

107591 - Grieder/Wilder

that "Resolution approving award of bid to Municipal Pipe Tool Co., LLC of Hudson, Iowa in the amount of $877,405.00 (Base Bid), $88,134.90 (Alternate No. 1) and $45,000.00 (Alternate No. 2), and approving the contract, bond and certificate of insurance, in conjunction with the FY 2023 CIP Pipelining Phase IVA3 Contract No. 1063, and authorizing the Mayor to execute said documents", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-465.

107592 - Chiles/Grieder

that proof of publication of notice of public hearing on FY 2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054, as published in the Waterloo Courier on July 5, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

David Dryer, 3145 W. 4th Street, questioned what this will do to bring residents to Waterloo, better than good streets and less gunfire. Enhancements do not get people to come to town.

107593 - Chiles/Grieder

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

107594 - Chiles/Grieder

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

Mr. Chiles expressed his support for the project.

Mr. Boesen commented that donations and grants are funding the project, not taxpayer funds.

Resolution adopted and upon approval by Mayor assigned No. 2022-466.

107595 - Chiles/Grieder

Motion to receive and file and instruct City Clerk to read bids and refer to City Engineer for review.

Estimate: $564,000.00

Bidder	Bid Security	Total Bid Amount
K&W Electric, Inc. Cedar Falls, IA	5%	$749,772.30

Voice vote-Ayes: Seven. Motion carried.

107596 - Boesen/Wilder

that proof of publication of notice of public hearing on FY 2023 Martin Luther King, Jr. Drive/Northeast Industrial Park Wetland Mitigation, Contract No. 1005, as published in the Waterloo Courier on July 5, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

107597 - Boesen/Wilder

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

107598 - Boesen/Wilder

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

Mr. Boesen questioned if this is the final amount to fix the wetland off Martin Luther King, Jr. Drive.

Jamie Knutson, City Engineer, explained that this is phase one.

Resolution adopted and upon approval by Mayor assigned No. 2022-467.

107599 - Boesen/Wilder

Motion to receive and file and instruct City Clerk to read bids and refer to City Engineer for review.

Estimate: $156,334.95

Bidder	Bid Security	Bid Amount
Vieth Construction Corporation Cedar Falls, IA	5%	$174,499.85
Lodge Construction, Inc. Clarksville, IA	5%	$129,472.88
Peterson Contactors, Inc. Reinbeck, IA	5%	$121,562.90
Arends Excavating, LLC Waterloo, IA	5%	$129,266.64

Voice vote-Ayes: Seven. Motion carried.

107600 - Nichols/Grieder

that proof of publication of notice of public hearing on Demolition and Site Clearance Services, Contract No. D-2022-07-05P, located at 928 Mulberry Street, 1526 E. 4th Street, 1527 E. 4th Street, 307 Sumner Street, and 335 Sumner Street, as published in the Waterloo Courier on July 5, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

107601 - Nichols/Grieder

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

107602 - Nichols/Grieder

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

Mr. Grieder commented that he is glad to see these properties coming down because they are an eyesore.

Resolution adopted and upon approval by Mayor assigned No. 2022-468.

107603 - Nichols/Grieder

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

Estimate: $60,000.00

Bidder	Bid Security	Bid Amount
Lehman Trucking & Excavating, Inc Waterloo, IA	5%	$70,521.00
D. W. Zinser Company Walford, IA	5%	$73,600.00

Voice vote-Ayes: Seven. Motion carried.

107604 - Nichols/Grieder

that "Resolution awarding bid to Lehman Trucking & Excavating, Inc., of Waterloo, Iowa, in the amount of $70,521.00, and approving the contract, bond and certificate of insurance in conjunction with Demolition and Site Clearance Services, Contract No. D-2022-07-05P, located at 928 Mulberry Street, 1526 E. 4th Street, 1527 E. 4th Street, 307 Sumner Street, and 335 Sumner Street, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-469.

107605 - Grieder/Boesen

that proof of publication of notice of public hearing on request by A-Line EDS Inc., and the City of Waterloo, to rezone approximately 2.58 acres from "C-1" Commercial District to "C-1, C-Z" Conditional Zoning District, to construct a 24,000 square foot warehouse and truck maintenance facility located south of 722 Dearborn Avenue, as published in the Waterloo Courier on July 8, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

107606 - Grieder/Boesen

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

107607 - Grieder/Nichols

that "an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving request by A-Line EDS Inc., and the City of Waterloo, to rezone approximately 2.58 acres from "C-1" Commercial District to "C-1, C-Z" Conditional Zoning District, to construct a 24,000 square foot warehouse and truck maintenance facility located south of 722 Dearborn Avenue", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

107608 - Grieder/Wilder

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

107609 - Grieder/Wilder

that "an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving request by A-Line EDS Inc., and the City of Waterloo, to rezone approximately 2.58 acres from "C-1" Commercial District to "C-1, C-Z" Conditional Zoning District, to construct a 24,000 square foot warehouse and truck maintenance facility located south of 722 Dearborn Avenue", be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Seven. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5653.

RESOLUTIONS

- _____/_____

~~that "Resolution calling a special city election", be adopted. Roll call vote-Ayes: _____. Motion carried~~.

- _____/_____

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

107610 - Boesen/Grieder

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

David Dryer, 3145 W. 4th Street, questioned how many people were on the signature card before because there are a lot of names on this list, and why would the Convention Center Manager be able to write checks using city money.

Kelley Felchle, City Clerk, explained that everyone on the list is actively involved in the banking process and stated there are a lot of separation of duties that help to ensure that no form of impropriety is taking place with our banking. She further explained that the Convention Center is operating for the City of Waterloo, so there is a bank account set up whereby the manager has the ability to pay vendors in a timely fashion.

Forest Dillavou, 1725 Huntington Road, expressed his concern at the number of people able to spend our city's money without some close oversight. He commented on what happened at the SportsPlex due to the ability for someone to spend our money without much oversight.

Resolution adopted and upon approval by Mayor assigned No. 2022-470.

107611 - Boesen/Grieder

that "Resolution approving 28E Agreements with Elk Run Heights, Cedar Township, and East Waterloo Township, to provide fire and EMS protection, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Mr. Boesen, requested the Fire Marshal provide additional information on items 12 and 13.

Brock Weliver, Fire Marshal, provided an overview of the agenda item.

Resolution adopted and upon approval by Mayor assigned No. 2022-471.

107612 - Boesen/Grieder

that "Resolution approving a 28E Fire and EMS Agreement with Black Hawk Nursing and Rehabilitation, LLC, d.b.a. Pillar of Cedar Valley, to provide fire and EMS protection, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-472.

107613 - Chiles/Grieder

that "Resolution approving a Memorandum of Understanding with the Iowa Northland Regional Council of Governments, in an amount not to exceed $1,500.00, for preparation of a REAP grant application, to be used for the Greenbelt Lake Improvements Project, Phase 2, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-473.

107614 - Chiles/Grieder

that "Resolution approving a new five (5) year agreement with Revize, LLC, for Website development and hosting services in the amount of $6,654.00 annually, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-474.

107615 - Chiles/Grieder

that "Resolution approving a variance to the requirements of the Subdivision Ordinance in Section 11-3-2 Preliminary Plats and Section 11-3-3 Final Plats, relating to the approval of the Minor Plat of Lot 52 of Summerland Farms located west and south of 5508 Summerland Drive", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-475.

107616 - Boesen/Chiles

that "Resolution approving a request by Erich Gamm for a Minor Plat of Lot 52 of Summerland Farms, to create two new developable lots located in the "R-3,R-P" Planned Multiple Residence District, located west and south of 5508 Summerland Drive", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-476.

107617 - Boesen/Chiles

that "Resolution approving a Professional Services Agreement with Main Street Waterloo, in the amount of $60,000.00, for Fiscal Year 2023, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-477.

107618 - Boesen/Chiles

that "Resolution approving Amendment No.1 to an Agreement with Strand Associates Inc., of Madison Wisconsin, originally executed September 9, 2021, Agreement for Design Services Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation Project, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-478.

107619 - Boesen/Grieder

that "Resolution approving a Professional Services Agreement with Vandewalle and Associates, in the amount of $72,000.00, for continued work on downtown Waterloo planning efforts, redevelopment design, riverfront development, and funding opportunities for fiscal year 2023, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll call vote-Ayes: Seven. Motion carried.

David Dryer, 3145 W. 4th Street, questioned what services Vandewalle and Associates provides to the City of Waterloo.

Resolution adopted and upon approval by Mayor assigned No. 2022-479.

107620 - Boesen/Grieder

that "Resolution approving a recurring Master Equity Lease Agreement, in an amount not to exceed $325,000.00, with Enterprise Leasing, to lease twenty-three (23) vehicles for police administrative and investigative staff for FY 2024, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Mr. Boesen questioned if the city still needs twenty three vehicles.

Chief Fitzgerald explained that the city does need twenty three vehicles for the police department. The city is in a good position as the price of trucks continues to go up. The department will also be moving toward green vehicles.

Mr. Boesen questioned if some staff drive the vehicles home.

Chief Fitzgerald confirmed there are some staff that do.

Mr. Boesen questioned if the city policy was changed because there was a policy that did not allow city vehicles to be taken home except the Chief, as it is written into his contract.

Resolution adopted and upon approval by Mayor assigned No. 2022-480.

107621 - Boesen/Grieder

that "Resolution approving a revised fee schedule for FY 2023 Solid Waste Services", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Randy Bennett, Public Works Director, provided an overview of the item.

Council members discussed the fee change with Mr. Bennett.

Resolution adopted and upon approval by Mayor assigned No. 2022-481.

107622 - Boesen/Grieder

that "Resolution establishing a Community 24x7 Carbon-Free Electricity Goal for the City of Waterloo", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Jordan Esther, 505 5th Street, Des Moines, IA, thanked the City of Waterloo for considering this resolution.

Larry Stumme, 1008 Lois Lane, commended the council for considering this resolution.

Jennifer Wolf, 326 Highland Blvd., expressed support for the resolution.

Mr. Grieder provided an overview of the resolution and noted that Waterloo is going to be the second city in the country to step up to the plate and adopt a resolution like this.

Resolution adopted and upon approval by Mayor assigned No. 2022-482.

ORDINANCES

107623 - Nichols/Chiles

that "an ordinance amending the City of Waterloo Traffic Code by deleting Subsection (71) Hammond Avenue of Section 543, Thru Streets, and inserting in lieu thereof a new Subsection (71) Hammond Avenue to Section 543 Thru Streets of the 2020 Traffic Code - Hammond Avenue - south corporate limits to South Street, except for two-way stops at Orange Road, traffic signals at San Marnan Drive, and four-way stops at Ridgeway Avenue, Mitchell Avenue, Williston Avenue, and Shaulis Road", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

107624 - Nichols/Chiles

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

107625 - Nichols/Chiles

that "an ordinance amending the City of Waterloo Traffic Code by deleting Subsection (71) Hammond Avenue of Section 543, Thru Streets, and inserting in lieu thereof a new Subsection (71) Hammond Avenue to Section 543 Thru Streets of the 2020 Traffic Code - Hammond Avenue - south corporate limits to South Street, except for two-way stops at Orange Road, traffic signals at San Marnan Drive, and four-way stops at Ridgeway Avenue, Mitchell Avenue, Williston Avenue, and Shaulis Road", be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Seven. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5654.

107626 - Chiles/Grieder

that "an ordinance amending the City of Waterloo Traffic Code by adding Subsection (23a) Hammond Avenue and Shaulis Road to Section 544, All-Way Stop Intersections", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

Mr. Boesen commented that he will support the item, but does not believe the change is necessary. He stated that there are other intersections throughout the city that should be looked at.

Mr. Chiles agreed with Mr. Boesen that this may not have prevented the tragic accident that took place at this intersection, but he does like that this will slow the traffic going toward the Theme Park.

Mr. Nichols commented that this intersection is a block from his home. He shared that the neighbors will welcome the ordinance change.

107627 - Chiles/Grieder

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

107628 - Chiles/Grieder

that “an ordinance amending the City of Waterloo Traffic Code by adding Subsection (23a) Hammond Avenue and Shaulis Road to Section 544, All-Way Stop Intersections”, be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Seven. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5655.

ADJOURNMENT

107629 - Chiles/Grieder

that the Council adjourn at 7:12 p.m. Voice vote-Ayes: Seven. Motion carried.

_____
Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Proclamation declaring August 2, 2022 as National Night Out.

City Council Meeting: 8/1/2022
Prepared:

ATTACHMENTS:

	Description	Type
🗋	National Night Out	Backup Material

Submitted by: Submitted By:

PROCLAMATION

CITY OF WATERLOO, IOWA

WHEREAS, the National Association of Town Watch (NATW) sponsors a national community-building campaign on August 2, 2022, entitled "National Night Out; and

WHEREAS, the National Night Out event provides an opportunity for neighbors in Waterloo to join 38 million people in over 16 thousand communities from all 50 states, U.S. territories, Canadian cities, and military bases worldwide; and

WHEREAS, National Night Out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, better places to live; and

WHEREAS, neighbors assist law enforcement through joint community-building efforts and supporting National Night Out 2022; and

WHEREAS, it is essential that all citizens of Waterloo come together with law enforcement and work together to build a safer, better community.

NOW, THEREFORE, I, Quentin Hart, Mayor of the City of Waterloo, Iowa, do hereby call upon all citizens of the City of Waterloo to join Neighborhood Associations and the National Association of Town Watch in supporting the 39th Annual National Night Out on August 2, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Waterloo to be affixed this 1th day of August 2022.

ATTEST:

Kelley Felchle
City Clerk

Quentin Hart
Mayor

CITY OF WATERLOO

Council Communication

Resolution approving Variance to Noise Ordinance request from Cathy Ketton, in conjunction with the Splash of Color Breast Cancer Support Group 11th Annual 3K Walk Fundraiser, to be held October 8, 2022 from 8:00 a.m. to noon, in and around E. 4th and Adams Streets and Sullivan Park under the Shelter, including the use of music and a PA system.

City Council Meeting: 8/1/2022
Prepared: 7/19/2022

ATTACHMENTS:

	Description	Type
🗋	Noise Variance Request	Backup Material

SUBJECT:	Resolution approving Variance to Noise Ordinance request from Cathy Ketton, in conjunction with the Splash of Color Breast Cancer Support Group 11th Annual 3K Walk Fundraiser, to be held October 8, 2022 from 8:00 a.m. to noon, in and around E. 4th and Adams Streets and Sullivan Park under the Shelter, including the use of music and a PA system.
Submitted by:	Submitted By: Major Leibold

APPLICATION
FOR
VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Cathy Ketton

APPLICANT'S ADDRESS: 541 Sherman Ave, W'loo 50703

APPLICANT'S PHONE #: 319/504-2703

ANTICIPATED DATE OF VARIANCE: 10/8/22

NAME OF EVENT: Splash of Color Breast Cancer Support Group 11th Annual 3K Walk Fundraiser

TIMES OF DAY OF VARIANCE: 8am - Noon

GEOGRAPHICAL LOCATION OF VARIANCE: E. 4th; Adams, Sullivan Park under the Shelter

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES: 30 feet

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.

Breast Cancer Support Groups Annual, 11th Annual 3K Fundraiser. We will have music, dancing, speakers, The gathering of about 150 ppl (or more). We will also have Motorcycles that will lead our participants on our route: E. 4th → Sumner St → Sumner → Mobile St → Newell → E. 4th St back to Sullivan Park.

Applicant's Signature

7/11/22
Date

CITY COUNCIL ACTION:

APPROVAL: _____

DENIAL: _____

Police Dept. Recommendation

APPROVAL: Capt. [signature]

DENIAL: _____

DECIBEL LEVEL: 90 dBA

CITY OF WATERLOO

Council Communication

Resolution approving Variance to Noise Ordinance request in conjunction with a Private Party to be held at Splash Pool, located at 3321 Ansborough Avenue, on August 20, 2022 from 3:00 p.m. to 6:00 p.m., including live music.

City Council Meeting: 8/1/2022
Prepared: 7/19/2022

ATTACHMENTS:

	Description	Type
	Noise Variance Request	Backup Material

SUBJECT:	Resolution approving Variance to Noise Ordinance request in conjunction with a Private Party to be held at Splash Pool, located at 3321 Ansborough Avenue, on August 20, 2022 from 3:00 p.m. to 6:00 p.m., including live music.
Submitted by:	Submitted By: Major Leibold

APPLICATION

FOR

VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Splash Pool

APPLICANT'S ADDRESS: 3321 Ansborough Ave. Waterloo, IA 50701

APPLICANT'S PHONE #: 319-429-4698

ANTICIPATED DATE OF VARIANCE: August 20, 2022

NAME OF EVENT: Private Party at Splash Pool

TIMES OF DAY OF VARIANCE: 3:00 to 6:00 pm

GEOGRAPHICAL LOCATION OF VARIANCE: Splash Pool
3321 Ansborough Ave., Waterloo, IA 50701

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES: 500 Feet

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. Splash Pool, 3321 Ansborough Ave., Waterloo

2. Noise will be exceeded from a band playing from 3:00 to 6:00 pm on August 20, 2022.

Burt Ware
Applicant's Signature

July 14, 2022
Date

CITY COUNCIL ACTION:

APPROVAL: _____

DENIAL: _____

Police Dept. Recommendation

APPROVAL: Capt.

DENIAL: _____

DECIBEL LEVEL: 90 dBA

CITY OF WATERLOO

Council Communication

Resolution authorizing the Traffic Engineer to submit for an Iowa DOT Traffic Safety Improvement Program Grant, in the amount of $500,000.00, for installation of a roundabout at the intersection of E. Shaulis Road and Hammond Avenue, committing to maintaining the improvements for the life of the project, and authorizing the Mayor to execute said document.

City Council Meeting: 8/1/2022
Prepared: 7/15/2022

ATTACHMENTS:

Description	Type
Application	Backup Material

SUBJECT:	Resolution authorizing the Traffic Engineer to submit for an Iowa DOT Traffic Safety Improvement Program Grant, in the amount of $500,000.00, for installation of a roundabout at the intersection of E. Shaulis Road and Hammond Avenue, committing to maintaining the improvements for the life of the project, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Mohammad Elahi, Traffic Engineer
Recommended Action:	Approve resolution
Summary Statement:	The application is for construction of a roundabout at the intersection, improve lighting, and install the necessary signage and pavement markings. The location has been experiencing a high number of accidents including injury and fatal accidents. Predominant collision pattern is right angle caused by drivers running the stop signs on Hammond Avenue. Right angle crashes can be very severe. A roundabout is proposed and has the potential to significantly improve traffic safety by reducing number of crashes and reducing crash severity.
Neighborhood Impact:	Improves traffic operations and safety as it helps to reduce speeds.
Expenditure Required/Source of Funds:	$500,000 Grant Funds $850,000 City Funds Total: $1,350,000 Construction City will be responsible for Engineering
Alternative:	Traffic Signals: Properly designed and installed traffic signal can reduce right angle collisions. However traffic signals can increase rearend collisions and there is always a risk of red light running accidents. Red light running crashes can be as severe. Signals have the added cost of maintenace and repair. Compared to roundabouts signals could increase vehicular delays.

Application for SITE-SPECIFIC TSIP FUNDS

GENERAL INFORMATION **DATE:** _____

Location / Title of Project: Hammond Avenue and Shaulis Road Intersection Roundabout

Applicant: City of Waterloo

Contact Person: Mohammad Elahi Title: Traffic Engineer

Complete Mailing Address: 625 Glenwood Street
Waterloo, Iowa 50613

Phone: (319) 291-4440 (Area Code) E-Mail: Mohammad.elahi@waterloo-ia.org

If more than one highway authority is involved in this project, please indicate and fill in the information below (use additional sheets if necessary).

Co-Applicant(s): _____

Contact Person: _____ Title: _____

Complete Mailing Address: _____

_____

Phone: _____ (Area Code) E-Mail: _____

PLEASE COMPLETE THE FOLLOWING PROJECT INFORMATION:

Funding Amount

Total Safety Cost	$ 1,350,000
Total Project Cost	$ 1,350,000
Safety Funds Requested	$ 500,000

Does this project appear on a Safety Improvement Candidate List or is there a safety study recommendation for this project?

☐ Yes – Explain
☐ No

APPLICATION CERTIFICATION FOR PUBLIC AGENCY

To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating public agency(ies). I understand the attached resolution(s), where applicable, binds the participating public agency(ies) to assume responsibility for any additional funds, if required, to complete the project. In addition, the participating public agency(ies) agrees to maintain any new or improved public streets or roadways for a minimum of five years.

I understand that, although this information is sufficient to secure a commitment of funds, a firm contract between the applicant and the Department of Transportation is required prior to the authorization of funds.

Representing the City of Waterloo

Signed: _____

Signature Date Signed

Quinten Hart

Printed Name

Attest: _____

Signature Date Signed

_____

Printed Name

CITY OF WATERLOO

Council Communication

Resolution approving application for an Iowa Department of Transportation Traffic Safety Improvement Grant for traffic signalization of Mullan Avenue (US 63) and Sycamore Street intersection, in the amount of $251,000, committing to maintaining the improvements for the life of the project, and authorizing the Mayor to execute said document.

City Council Meeting: 8/1/2022
Prepared: 7/20/2022

ATTACHMENTS:

	Description	Type
🗋	Mullan-Sycamore Application form	Backup Material

SUBJECT:	Resolution approving application for an Iowa Department of Transportation Traffic Safety Improvement Grant for traffic signalization of Mullan Avenue (US 63) and Sycamore Street intersection, in the amount of $251,000, committing to maintaining the improvements for the life of the project, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Mohammad Elahi, Traffic Engineer
Recommended Action:	Approve Resolution
Summary Statement:	The application is for installing traffic signals, monitoring cameras, and connecting to the fiber optic network. Ever since the DOT replaced the signals with stop signs the intersection has been experiencing a high number of right angle collisions including injury crashes. There are severe sight distance deficiencies that makes this intersection inappropriate for 2-way stop control
Expenditure Required/Source of Funds:	$251,000 Grand Funds Covers 100% of construction City will be responsible for Engineering.

Application for SITE-SPECIFIC TSIP FUNDS

GENERAL INFORMATION **DATE:** _____

Location / Title of Project: Traffic signalization of Mullan Avenue (US63) and Sycamore Street intersection

Applicant: City of Waterloo

Contact Person: Mohammad Elahi Title: Traffic Engineer

Complete Mailing Address: 625 Glenwood Street
Waterloo, Iowa 50613

Phone: (319) 291-4440 (Area Code) E-Mail: Mohammad.elahi@waterloo-ia.org

If more than one highway authority is involved in this project, please indicate and fill in the information below (use additional sheets if necessary).

Co-Applicant(s) _____

Contact Person _____ Title _____

Complete Mailing Address _____

_____

Phone _____ (Area Code) E-Mail _____

PLEASE COMPLETE THE FOLLOWING PROJECT INFORMATION:

Funding Amount

Total Safety Cost	$ 251,000
Total Project Cost	$ 251,000
Safety Funds Requested	$ 251,000

Does this project appear on a Safety Improvement Candidate List or is there a safety study recommendation for this project?

☐ Yes – Explain
☐ No

APPLICATION CERTIFICATION FOR PUBLIC AGENCY

To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating public agency(ies). I understand the attached resolution(s), where applicable, binds the participating public agency(ies) to assume responsibility for any additional funds, if required, to complete the project. In addition, the participating public agency(ies) agrees to maintain any new or improved public streets or roadways for a minimum of five years.

I understand that, although this information is sufficient to secure a commitment of funds, a firm contract between the applicant and the Department of Transportation is required prior to the authorization of funds.

Representing the City of Waterloo

Signed: _____

Signature Date Signed

Quinten Hart

Printed Name

Attest: _____

Signature Date Signed

_____

Printed Name

CITY OF WATERLOO

Council Communication

Resolution approving a Resources Enhancement and Protection Grant application, in an amount not to exceed $193,890.00 with no required City match, in conjunction with the Greenbelt Lake Improvements Phase 2 Project, and authorizing the Mayor to execute said document.

City Council Meeting: 8/1/2022
Prepared: 7/20/2022

ATTACHMENTS:

Description	Type
REAP grant application	Backup Material

SUBJECT:	Resolution approving a Resources Enhancement and Protection Grant application, in an amount not to exceed $193,890.00 with no required City match, in conjunction with the Greenbelt Lake Improvements Phase 2 Project, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Todd Derifield, Park Superintendent
Recommended Action:	Recommend approval. Documents attached for Mayor's signature in three locations on the application.
Summary Statement:	The REAP grant, if awarded will fund Phase 2 of the Greenbelt Lake Improvements Project to include a picnic shelter, informational kiosk, park identification sign, kayak launch, interpretive signage around perimeter of lake, and related paving and accessibility improvements.

Expenditure Required/Source of Funds: No matching funds required.

IOWA DEPARTMENT OF NATURAL RESOURCES
Resource Enhancement and Protection

REAP GRANT APPLICATION

Email application to michelle.wislon@dnr.iowa.gov by August 15th by 4:30 P.M.

Please use the following format for the electronic application:

- Application should be one file (including all appendices, letters, etc.), saved as a pdf.
- Name file: ApplicantName.Shortprojectname.FY13.pdf
- File cannot exceed 20MB or 20,480KB. Compressed pdfs will be accepted.

1. GRANT PROGRAM

☐ **Private/Public Open Space** ☐ **County Conservation** ☒ **City Parks and Open Spaces**

(For Private/Public - Name of DNR Field Staff involved in project:)

2. APPLICATION CONTACT

APPLICANT: City of Waterloo **CONTACT PERSON:** Paul Huting, Leisure Services Director

EMAIL: paul.huting@waterloo-ia.org **TELEPHONE:** (319) 291-4370

APPLICANT MAILING ADDRESS: 1101 Campbell Ave **CITY & ZIP CODE:** Waterloo, IA 50701

PROJECT 911 ADDRESS (if available): **COUNTY:** Black Hawk

LATITUDE/LONGITUDE COORDINATES: 42.477090, -92.390369

(To find Lat/Long Coordinates: Go to **Google Map.** Right-click on the *primary public access point* for the project. Select **What's here?** In the search box at the top of the page, the coordinates will appear.)

3. PROJECT DESCRIPTION & COSTS

a. **TITLE:** Greenbelt Lake Improvements, Phase 2 of 2

b. **PROJECT SUMMARY:** (Maximum of 75 words summarizing the REAP Grant request)
Phase Two of the Greenbelt Lake Improvements project includes a kayak launch, picnic shelter, interpretive signage around the perimeter of the lake and pollinator planting, information kiosk, limestone park identification sign, and park entrance sidewalk from the parking lot to the existing paved path.

c. **TYPE OF PROJECT AND COSTS:** (For activities associated with **this grant request only**).

☐ **Land acquisition***	**Costs related to land acquisition:** $
☒ **Development**	**Costs related to development:** $ 193,890
☐ **Other, please describe:**	**Costs related to other activities:** $
	AMOUNT OF REAP GRANT REQUESTED: $ 193,890

d. **Amount of local or match money*:** **$0**

*25% minimum match is required for Private/Public Program only. No match is required for city and county grants.

4. PROJECT TIMELINE

a. Is the project a portion of a larger, overall project to be implemented over a multi-year period?

☒ No ☐ Yes, Number of years: Estimated overall cost:

b. ESTIMATED PROJECT DATES

Start: 5/1/2023 Completion: 9/15/2023

5. ACQUISITION SCHEDULE (Acquisition Projects Only)

Code*	Parcel Number on Map or Photo	# of Acres	Estimated Date of Acquisition	Average Price Per Acre	Estimated Value of Land Acquisition without incidentals	Estimated Value of Existing Improvements to be Acquired	Total Cost
TOTAL Parcels & Acres						TOTAL	
						Appraisal Costs	
*Code: 1. Negotiated Purchase 2. Condemnation 3. Donation						Survey Costs	
						Other Incidental Costs	
						Grant Total Land Acquisition Cost	
						Overall Cost per Acre Including Incidental	

6. SIGNATURES

Upon signing in the space provided below, the applicant agrees to conform with the requirements in the following two paragraphs pertaining to ADA/Section 504 accessibility guidelines and civil rights assurance. (City and County Projects Only)

ASSURANCE OF COMPLIANCE WITH AMERICANS WITH DISABILITIES AND CIVIL RIGHTS ACTS

I, the undersigned, certify that the City of Waterloo has reviewed Section 504 of the Rehabilitation Act of 1975, Title II of the American with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, and the Iowa Civil Rights Act of 1965, each Act as amended, and agrees to abide by all requirements from the Acts, associated regulations, guidance documents, and to any other related requirement imposed by federal or state law or the Iowa Department of Natural Resources, related to this project. Applicant-Recipient further agrees and gives full assurance that it will immediately take any and all measures necessary to effectuate the referenced laws and shall not, on the basis of race, color, creed, national origin, age, physical or mental ability, sex, sexual orientation, gender identity, religion, or retaliation, allow any person to be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under or from any project or activity undertaken by the Applicant-Recipient for which the Applicant-Recipient receives REAP grant dollars or other assistance from the Iowa Department of Natural Resources.

This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appears below are authorized to sign this assurance on behalf of the Applicant-Recipient.

	Mayor, City of Waterloo
Applicant's Signature and Date	**Applicant's Title**

PRIVATE/PUBLIC GRANTS ONLY

Applicant's Signature and Date	**Applicant's Title**

CITY COUNCIL OR COUNTY CONSERVATION BOARD APPROVAL (City and County Projects Only)

I, the undersigned, certify that the City Council of Waterloo has on the date of _____ reviewed this proposed project and approved its submittal for Resource Enhancement and Protection (REAP) grant consideration.

Signature of Mayor or County Conservation Board Chair | **Date**

COUNTY RESOURCE ENHANCEMENT COMMITTEE REVIEW/COMMENTS (Required for all grants) I, the undersigned, verify that the Black Hawk County Resource Enhancement Committee reviewed the proposed project for which this application is submitted. If the committee provided comments, a summary of those comments has been signed and dated by me and attached to this application.

Signature of Chair, County Resource Enhancement Committee | **Date**

For information on County REAP Committees, visit the REAP County Committee webpage.

MINORITY IMPACT STATEMENT (Required for all grants)

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the State of Iowa which are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the state's mechanism to require grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s).

☐ The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

- Describe the positive impact expected from this project:
- Indicate which group is impacted:

☐ Women ☐ Latinos ☐ American Indians
☐ Persons with a Disability ☐ Asians ☐ Alaskan Native Americans
☐ Blacks ☐ Pacific Islanders ☐ Other

☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

- Describe the negative impact expected from this project:
- Present the rationale for the existence of the proposed program or policy:
- Provide evidence of consultation of representatives of the minority groups impacted:
- Indicate which group is impacted:

☐ Women ☐ Latinos ☐ American Indians
☐ Persons with a Disability ☐ Asians ☐ Alaskan Native Americans
☐ Blacks ☐ Pacific Islanders ☐ Other

☒ The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact:

The proposed project will be accessible to all persons regardless of age, sex, race, gender, or ability. The project will not impose a disproportionate or unique impact on any minority persons.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Applicant's Signature and Date | Mayor, City of Waterloo **Applicant's Title**

GREENBELT LAKE IMPROVEMENTS – PHASE TWO

Waterloo, Iowa

1. City Population (2020 U.S. Census)

67,314

2. Quality of the site and/or project (30 points)

Greenbelt Lake is in the City of Waterloo which is entirely within Black Hawk County. The lake is situated between Black Hawk Creek and the Sergeant Road Trail. The Sergeant Road Trail is a rail-to-trail that runs parallel to U.S. Highway 63 and connects downtown Waterloo and Hudson, about nine miles away. The entrance to Greenbelt Lake is only 675 feet away from the trail. Greenbelt Lake is also situated within the Leonard Katoski Greenbelt, the largest park in the City of Waterloo. An unpaved walking trail encircles the lake with a total length of 0.8 miles. A spur trail to the west extends to the Black Hawk Creek shoreline and additional unpaved walking trails.

Greenbelt Lake is a popular destination for people who enjoy shore fishing and birdwatching. The lake is included on the Iowa DNR Fish Local webpage and on the Community Fishing Atlas to let residents know fishing is allowed. The Iowa DNR has stocked the lake with bluegill, channel catfish, and largemouth bass for decades. A wide variety of bird species can also be spotted near Greenbelt Lake. The Prairie Rapids Audubon Society has hosted multiple field trips to Greenbelt Lake, and the lake is included on the group's annual Bird-A-Thon field trip. In addition, the City of Waterloo is the first city in Iowa to be named a Bird Friendly City. Bird Friendly Iowa seeks to protect, restore, and enhance bird habitat; reduce threats to birds; and educate and engage people in birding and conservation.

This application requests funding for Phase Two of a two-phased project. Phase Two includes the following:

- Kayak launch
- 20' x 28' shelter
- Interpretive signage around the perimeter of the lake and pollinator planting
- Information kiosk
- Limestone park identification sign
- Park entrance sidewalk

This multi-phased improvement project was conceived and designed to provide access to the water's edge, improve pollinator habitat, add an education component about the animal and plant species in the park, and enhance the overall experience for visitors. Phase One was funded through REAP in 2019 and included an accessible fishing pier, shoreline stone seating, pollinator planting (5.0 acres), paved trail to the fishing pier, and handicapped parking area. Phase One has been completed.

There are no known historical, archaeological, or architectural features of significance at the project site. This site was heavily impacted decades ago, as it is originally a borrow pit for construction of the levee along Black Hawk Creek. The proper agencies will be contacted immediately if significant features are discovered during the construction process.

The project area is located entirely on City property, and no additional agreements or easements are required.

3. Attach maps of project

- Attachment A-1: Project Location
- Attachment A-2: Project Area
- Attachment A-3: Aerial Photograph

4. Relationship to local, regional, and state plans (40 points)

2018-2023 State Comprehensive Outdoor Recreation Plan (SCORP)

The State Comprehensive Outdoor Recreation Plan identifies a series of outcomes desired through the improvement of the state's recreational areas. These outcomes are described as three priorities and seven goals.

Phase Two of the Greenbelt Lake Improvements project ties directly to Priority Two of the SCORP: "Natural resource, parks, and outdoor recreation opportunities are available to all Iowans." The goal for Priority Two is "Natural resource agencies will strive to improve accessibility through embracing diversity, equity, and inclusion." The SCORP cites a 2014 report by the Centers for Disease Control which indicates that at least 1 in 5 people nationally are living with a disability, and the number of adults reporting disability is expected to increase. The inclusion of an accessible shelter along the paved pathway near the existing accessible fishing pier provides an opportunity for many people with disabilities that limit their mobility to engage in activities at Greenbelt Lake.

This project also aligns with Goal One of Priority Three: "Increase collaboration and planning at the local level, utilizing data to manage land use restrictions vs. recreational needs, understand audiences, and meet quality of life goals." The City of Waterloo Leisure Services department has worked closely with the Prairie Rapids Audubon Society to help identify improvements for Greenbelt Lake. The City also worked with INRCOG on creating the development plan for Greenbelt Lake. Working with user groups and utilizing the resources provided by the local council of governments has been vital to the development of this project.

2016-2023 Black Hawk County REAP Plan

The City of Waterloo Leisure Services department manages 52 parks, with the largest being the Leonard Katoski Greenbelt at 1,100 acres. The Greenbelt includes an eight-mile stretch of Black Hawk Creek which is on track to become a State-designated water trail in 2022. The Black Hawk County REAP Plan supports low-impact development of the Greenbelt for outdoor recreation.

The Greenbelt Lake Improvements project relates directly to the following goals identified in the Black Hawk County REAP Plan:

- Development of park and open spaces in all communities throughout Black Hawk County
- Expansion and continued maintenance of the interpretive signage
- Increase urban open space

Iowa Wildlife Action Plan

The IWAP identifies 78 breeding birds and 34 non-breeding birds of greatest conservation need. Many of these birds have been spotted at Greenbelt Lake. Local birdwatchers submit recent sightings to ebird.org, and a total of 189 species have been seen at Greenbelt Lake as shown in Attachment D. While this may not be a complete list of every bird seen at Greenbelt Lake, it gives us an understanding of the diversity of species in the area. Continued low-impact development will protect bird habitats, and educational signage will encourage stewardship of these natural resources.

Of the 78 breeding birds identified in the IWAP, at least 40 have been seen at Greenbelt Lake:

- Trumpeter Swan
- American Wigeon
- Blue-winged Teal
- Canvasback
- Redhead
- Ring-necked Duck
- Lesser Scaup
- Northern Bobwhite
- American White Pelican
- Bald Eagle
- Northern Harrier
- Red-shouldered Hawk
- Broad-winged Hawk
- American woodcock
- Forster's Tern
- Yellow-billed Cuckoo
- Long-eared Owl
- Common Nighthawk
- Chimney Swift
- Belted Kingfisher
- Red-headed Woodpecker
- Northern Flicker
- American Kestrel
- Eastern Wood-pewee
- Say's Phoebe
- Eastern Kingbird
- Horned Lark
- Purple Martin
- Bank Swallow
- Sedge Wren
- Veery
- Wood Thrush
- Brown Thrasher
- Golden-winged Warbler
- Kentucky Warbler
- Common Yellowthroat
- Field Sparrow
- Dickcissel
- Eastern Meadowlark
- Baltimore Oriole

Of the 34 non-breeding birds identified in the IWAP, at least nine have been seen at Greenbelt Lake:

- Greater Scaup
- Common Loon
- Lesser Yellowlegs
- Caspian Tern
- Olive-sided Flycatcher
- Bay-breasted Warbler
- Canada Warbler
- American Tree Sparrow
- Harris's Sparrow

Iowa Open Spaces Plan

- Increase public opportunities to use, enjoy, and benefit from Iowa's protected open spaces.
- Maintain and improve Iowa's scenic resources.

Waterloo Comprehensive Plan

- The community should strive to maintain, and improve whenever possible, the quality of living of its residents.
- Adequate land and facilities should be reserved for parks, recreational opportunities, and open space within the community.
- The city should protect and preserve, whenever possible, its natural resources and environmentally sensitive areas such as prime agricultural soils, forestland, wetlands, and floodplains.
- The city should protect scenic, recreational, and historic resources whenever feasible.

5. Environmental benefits (20 points)

There are several environmental benefits of the Greenbelt Lake Improvements Project. First, the entire project involves low-impact improvements intended to minimize disruption to existing habitats. As part of the planning process for the Greenbelt Lake Development Plan, it was decided not to pave the trail along the perimeter of the lake. In addition, by restricting the park to walking only, bicycles and other high-speed conveyances will not disturb birdwatchers and bird species in the park. The park improvements and amenities will also promote local citizens to enjoy the outdoors within their community, burning less fossil fuels in getting there.

The second benefit to the environment involves the installation of interpretive signage around the perimeter of the lake and pollinator planting, and educational signs at the new information kiosk. Signage will provide information about the birds, aquatic life, pollinators, and wetlands. These signs will also provide a social benefit as individuals will learn more about their local wildlife and be encouraged to become good stewards of the environment. Work on the language for the signs will begin in cooperation with the Prairie Rapids Audubon Society, the Waterloo City Forester, Iowa DNR biologists, UNI Tallgrass Prairie Center, and members of the Black Hawk County REAP Committee.

Lastly, the pollinator planting completed as part of Phase One has greatly improved the habitat for pollinators such as bees, hummingbirds, and butterflies. The pollinator planting supplies food in the form of pollen and nectar, helping to ensure that important pollinators stay in the area to keep pollinating crops for continued fruit and vegetable production. The pollinator planting also offers climate resiliency through enhanced stormwater management and increased infiltration, ecological health through improved wildlife habitat, and environmental health through air purification.

6. Public benefit served (20 points)

The Greenbelt Lake Improvements project has several benefits, though the primary focus is intended to support fishing and bird watching activities. The project will have a positive impact for paddlers, anglers, runners/walkers, bicyclists, and picnickers. The kayak launch will create a hard, mud-free surface ideal for stress-free launching of various paddle watercraft. The shelter will undoubtedly provide a relaxing destination for picnics and for runners/walkers and bicyclists making a rest stop. The lake itself is close to the Sergeant Road Trail which is frequently traveled. The kiosk and interpretive signage will provide educational information about the birds, aquatic life, pollinators, and wetlands, and will encourage good stewardship of the park for visitors. The completed accessible fishing pier, paved access, and handicapped parking area provide an opportunity for many people with disabilities that limit their mobility to engage in activities at Greenbelt Lake.

With the completion of Phase One, Greenbelt Lake has experienced considerable growth in usage. In turn, the City has received numerous requests for a shelter that could be used for social gatherings and events. The Prairie Rapids Audubon Society has been requesting a shelter at this park to use as a meeting facility during their outings for many years.

The shelter will be open to and accessible by all persons regardless of race or physical ability. The shelter will be ADA compliant and accessible via the handicapped parking area and paved access. In addition, the shelter will provide shade as well as a place to rest.

Phase One of the Greenbelt Lake Improvements project (2019) included the installation of an accessible ADA-compliant fishing pier. Two parking lot stalls were paved with a loading area, and individuals can travel from the parking stall to the water's edge seamlessly on concrete pavement. This is the only portion of the Greenbelt Lake trail that will be paved.

7. Local support (20 points)

The City of Waterloo Leisure Services department has worked with multiple community organizations to develop the project scope for Greenbelt Lake. City staff have maintained close communication with the Prairie Rapids Audubon Society (PRAS) and have consulted with the organization on improvements desired at Greenbelt Lake. PRAS has agreed to supply a list of birds to have on interpretive signage, and photographs of birds at Greenbelt Lake. Furthermore, members of the Prairie Rapids Audubon Society have been asking for a shelter at Greenbelt Lake for many years to serve as a meeting area for events.

The Leisure Services Department has a working relationship with the Tallgrass Prairie Center at the University of Northern Iowa, and the two worked closely to determine the most appropriate seed mixture for the 5.0-acre pollinator garden included in Phase One.

The City has a working relationship with Iowa DNR Fisheries regarding Greenbelt Lake. The inclusion of the fishing pier and other improvements are considered a necessity when it comes to getting new families outdoors, especially for anglers. The City has also worked closely with the Black Hawk County Soil and Water Conservation District regarding the watershed and stormwater improvements nearby that are under construction. Furthermore, the City has been in contact with the Soil and Water Conservation District regarding the water quality of the Black Hawk Creek watershed overall and the creation of wetlands to reduce nitrate runoff.

8. Letters of support (optional)

LETTERS OF SUPPORT

9. Public communications plan (10 points)

Greenbelt Lake represents an ideal setting to promote the numerous benefits of the REAP program. The City of Waterloo plans to do the following upon approval of this application:

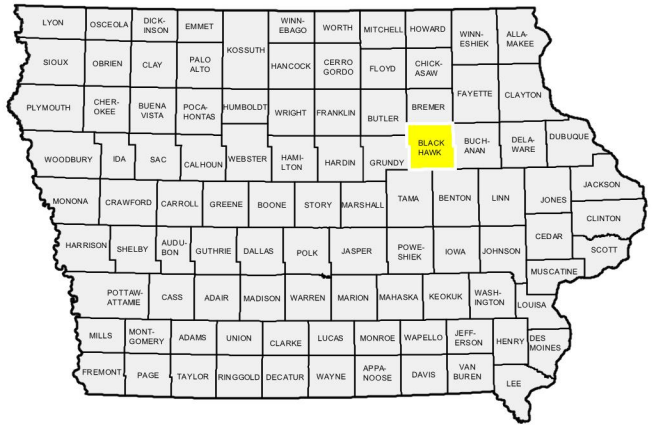
- Share information about the project and the grant award on the City's Facebook page
- Post a YouTube video to promote REAP, Greenbelt Lake, and Phase Two
- Publicize the grant award in the INRCOG electronic newsletter which is distributed to every city and county, newspaper, TV station, radio station, chamber of commerce, tourism bureau, and State and U.S. representative in a six-county region
- Issue a media release announcing the award of REAP funds
- Display the 12"x12" REAP signs at the project site
- Hold a dedication ceremony including representatives of the County Conservation Board, the City of Waterloo, the County REAP Committee, Iowa DNR, and area legislators
- Utilize the local public access cable channel, Waterloo Community Television, to promote the REAP program and describe the positive impact it has on the region

As the regional planning agency, INRCOG will continue to promote the REAP program among its member counties and cities through its website, Facebook page, and monthly electronic newsletter.

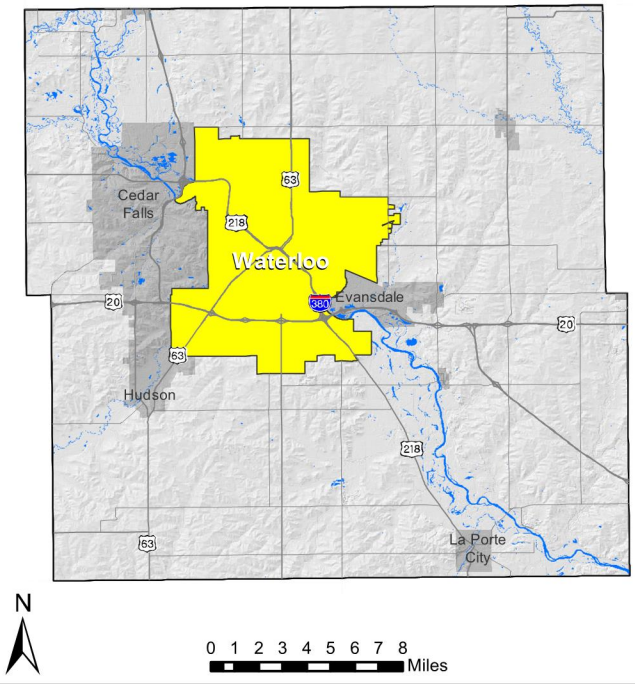
10. Communication and outreach uploads (optional)

Attachment E – Communication and Outreach Examples

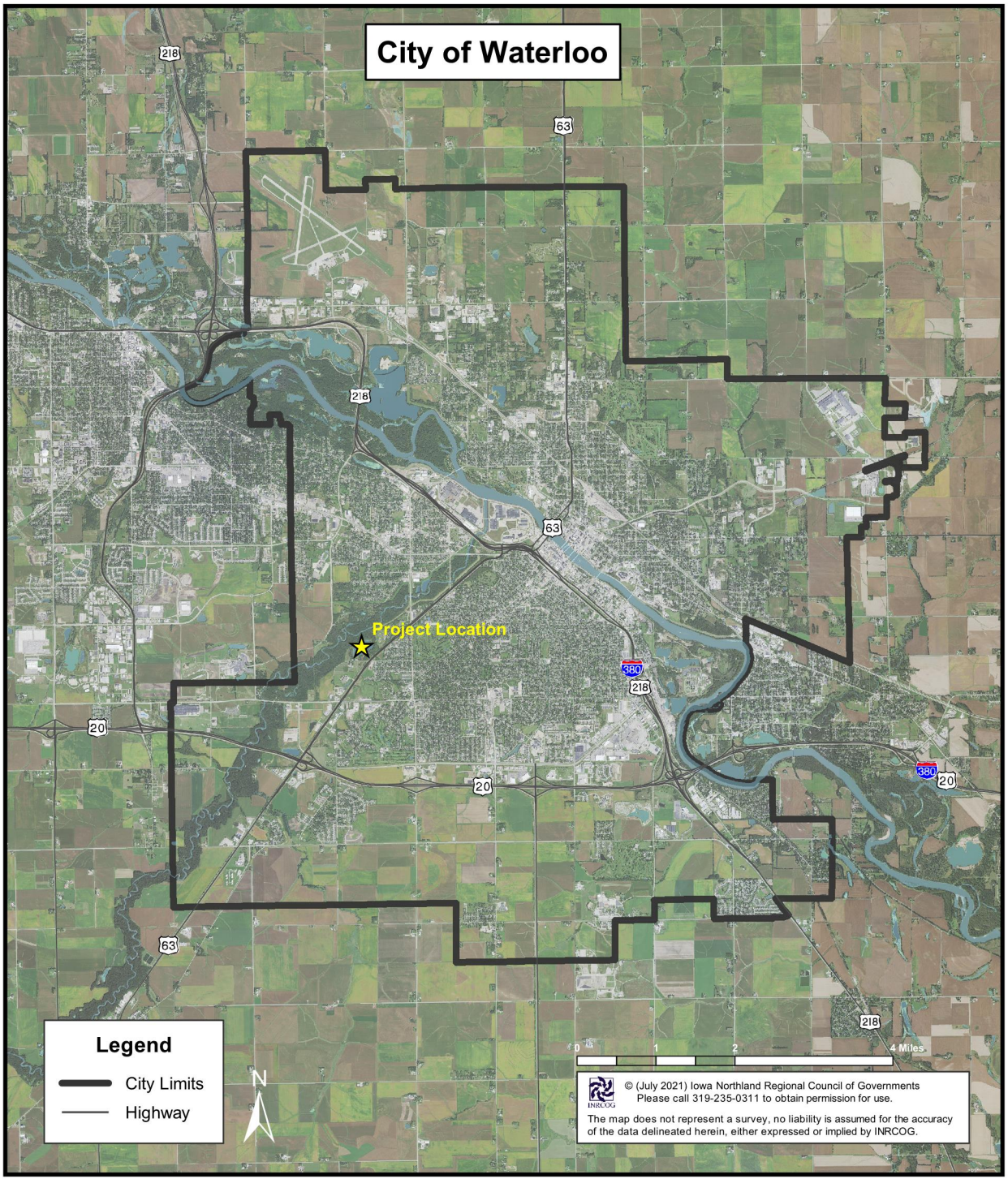
State of Iowa

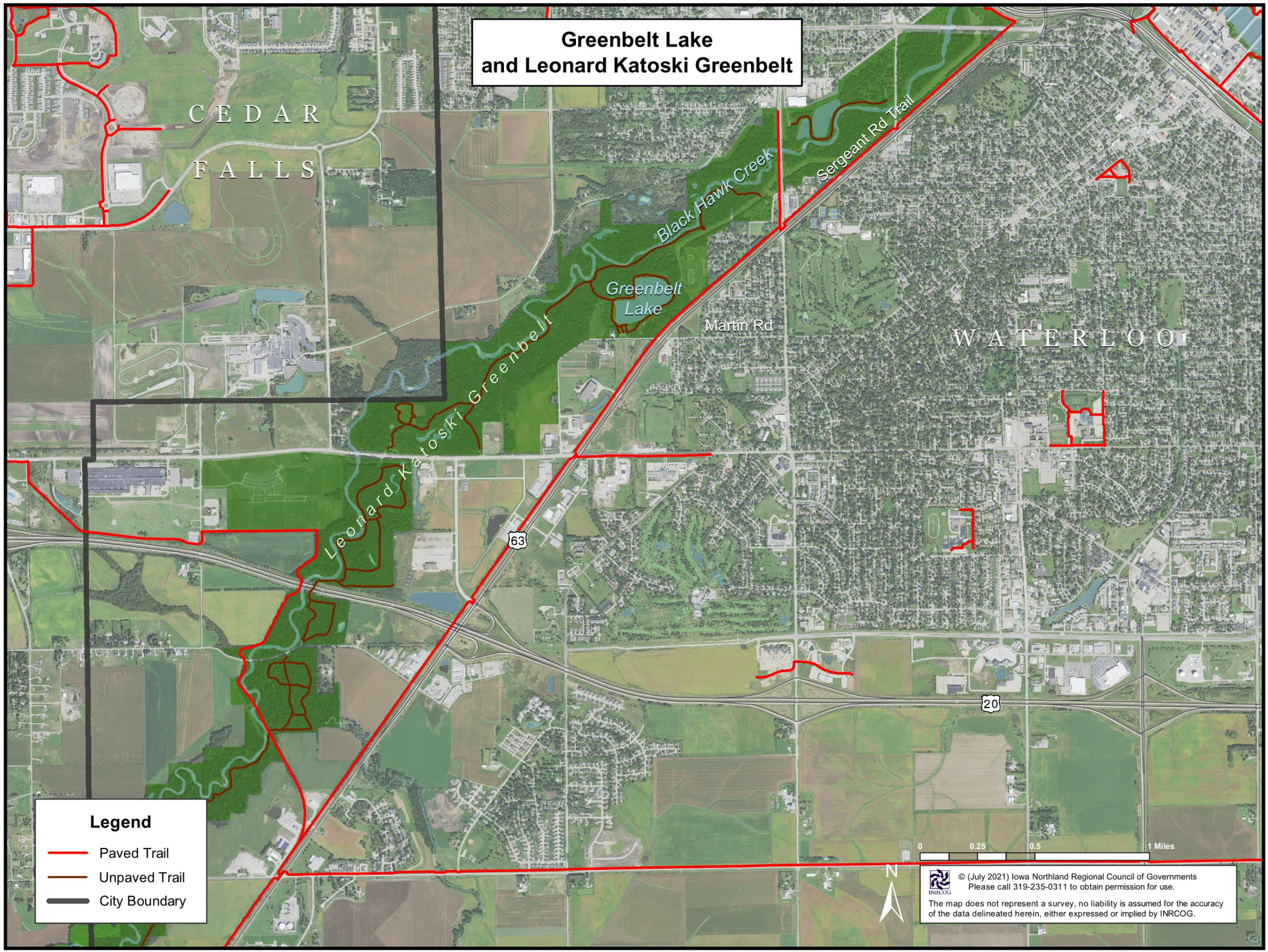


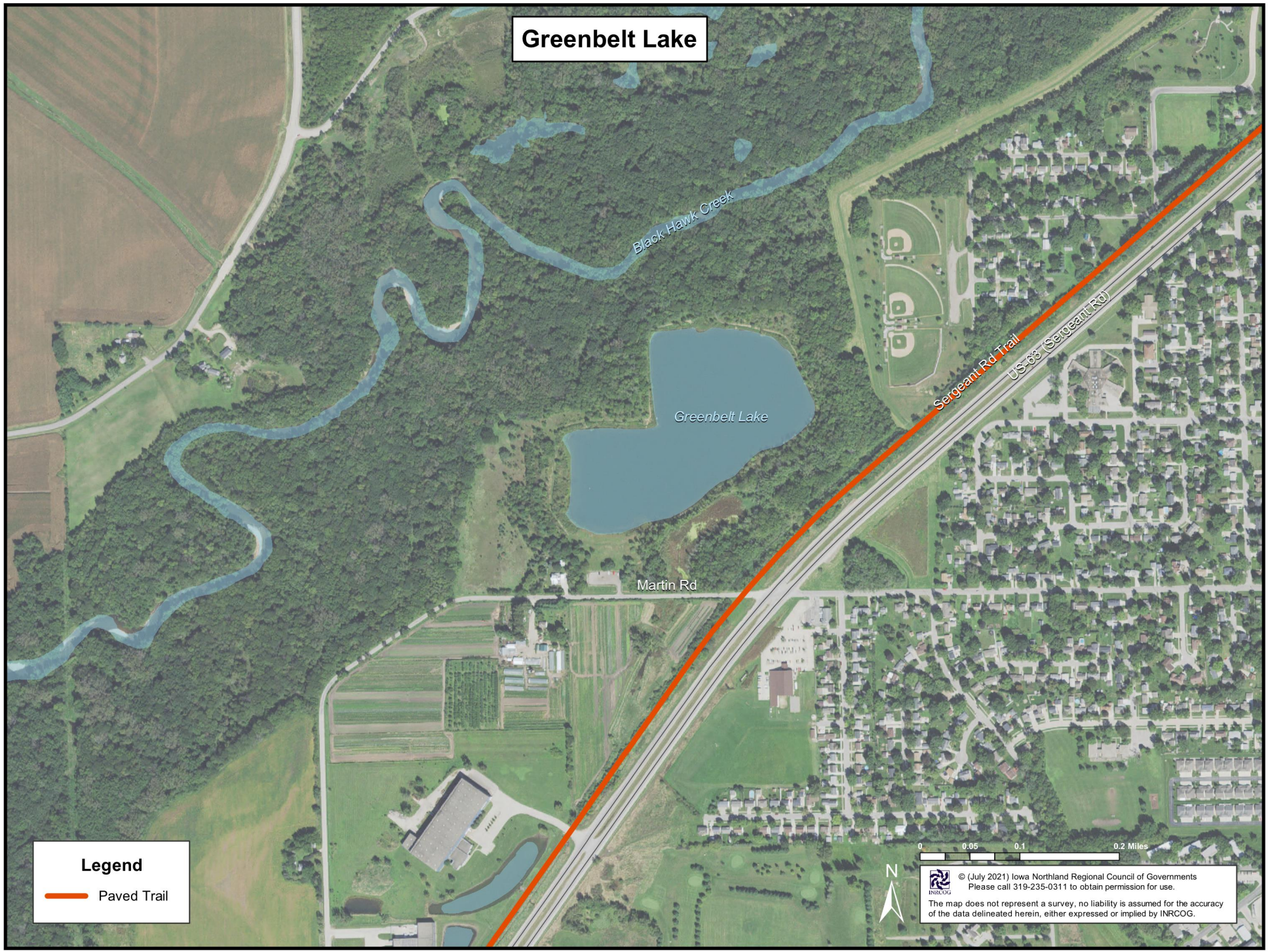
Black Hawk County

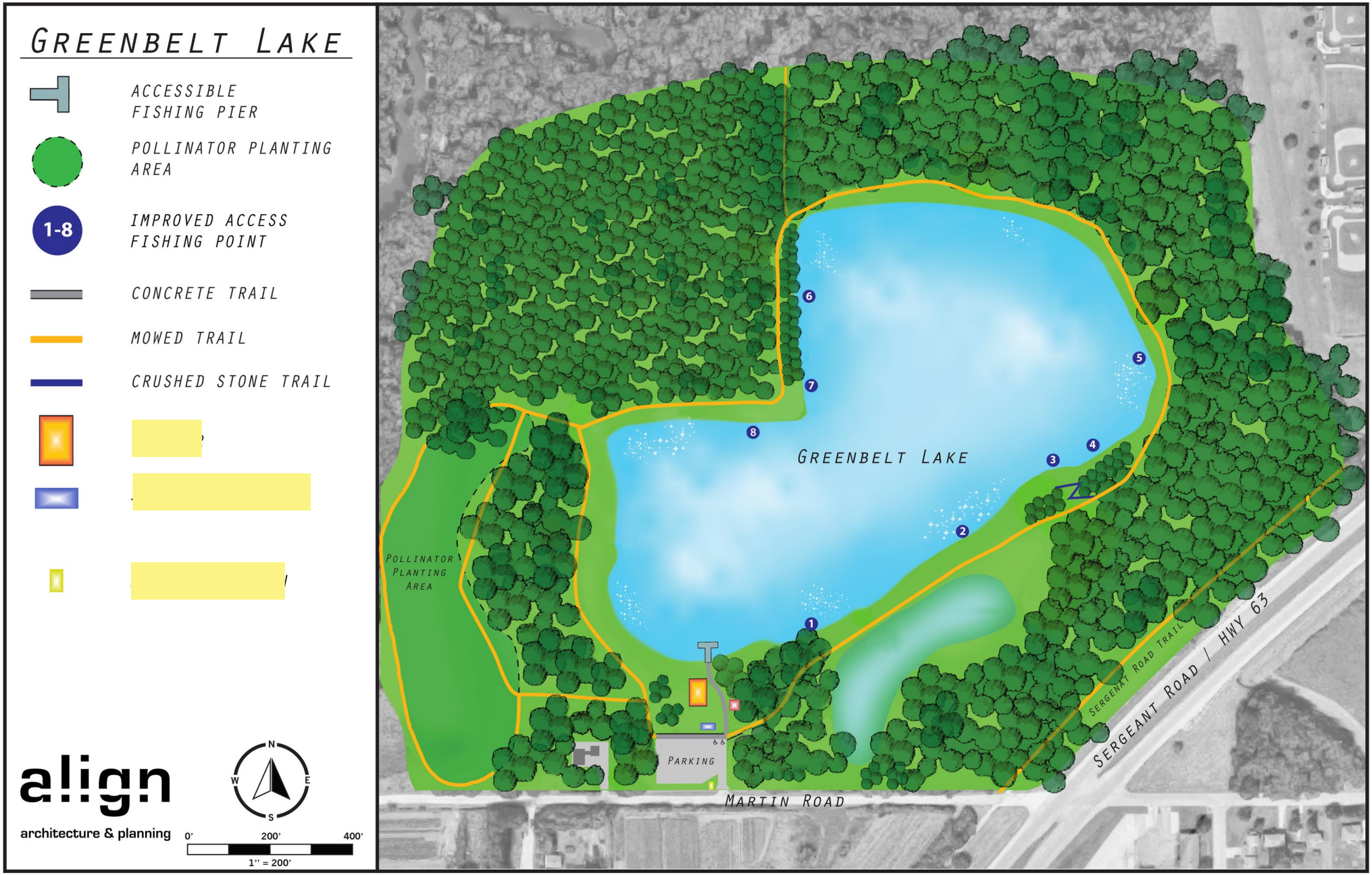


City of Waterloo




Greenbelt Lake
and Leonard Katoski Greenbelt
CEDAR
FALLS
WATERLOO
Black Hawk Creek
Sergeant Rd Trail
Greenbelt
Lake
Martin Rd
Leonard Katoski Greenbelt
63
20
Legend
Paved Trail
Unpaved Trail
City Boundary
0
0.25
0.5
1 Miles
N
© (July 2021) Iowa Northland Regional Council of Governments
Please call 319-235-0311 to obtain permission for use.
The map does not represent a survey, no liability is assumed for the accuracy
of the data delineated herein, either expressed or implied by INRCOG.


Greenbelt Lake
Black Hawk Creek
Greenbelt Lake
Sergeant Rd Trail
US-63 (Sergeant Rd)
Martin Rd
Legend
Paved Trail
0
0.05
0.1
0.2 Miles
N
© (July 2021) Iowa Northland Regional Council of Governments
Please call 319-235-0311 to obtain permission for use.
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GREENBELT LAKE
ACCESSIBLE FISHING PIER
POLLINATOR PLANTING AREA
1-8
IMPROVED ACCESS FISHING POINT
CONCRETE TRAIL
MOWED TRAIL
CRUSHED STONE TRAIL
GREENBELT LAKE
POLLINATOR PLANTING AREA
PARKING
MARTIN ROAD
SERGEANT ROAD / HWY 63
SERGEANT ROAD TRAIL
1
2
3
4
5
6
7
8
align
architecture & planning
N
W
E
S
0'
200'
400'
1" = 200'

Photographs of Greenbelt Lake

WATERLOO, IOWA



Location for the proposed shelter from the trail, facing south



Location for the new kiosk, facing northeast. The accessible fishing pier, trail, and handicapped parking area (Phase One) can be seen as well.



View of Greenbelt Lake, trail, and accessible fishing pier from the parking area, facing north



View of Greenbelt Lake, accessible fishing pier, and REAP sign, facing northeast



Halfway around the walking path at Greenbelt Lake



Prairie Rapids Audubon Society members at Greenbelt Lake



Kayaker at Greenbelt Lake



Example Waterloo limestone park identification sign to be added at Greenbelt Lake

Wildlife photographs taken at Greenbelt Lake

WATERLOO, IOWA



Black-capped chickadee



Great-horned owls



Green heron



Tufted titmouse



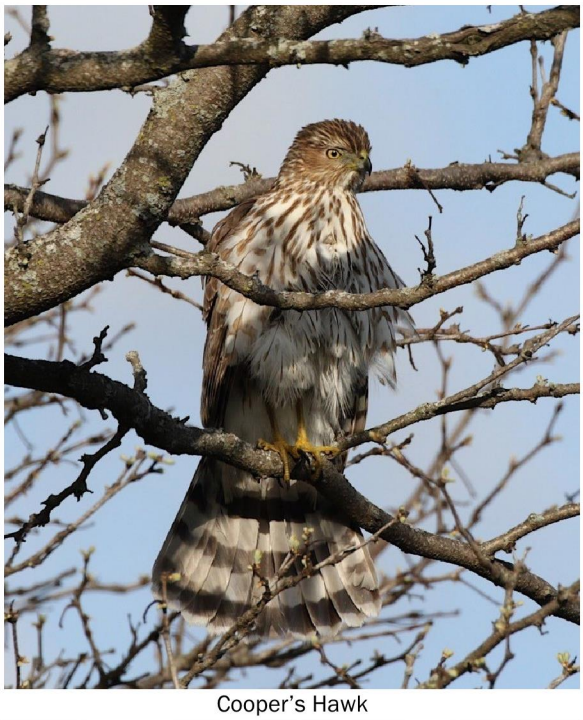
House finch



Red-tailed hawk



Northern cardinal



Cooper's Hawk



Pine siskin



American robin



White-breasted nut hatch



Mourning dove



American goldfinch



Common nighthawk



Hooded warbler



Solitary sandpiper



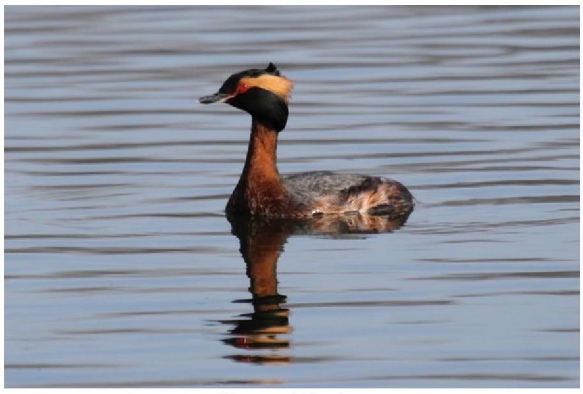
Long-eared owl



Saw-whet owl



Beaver



Horned Grebe



White-winged scoter and northern shoveler



Rose-breasted grosbeak



Red-winged blackbird



Catbird

List of Bird Species Identified at Greenbelt Lake

WATERLOO, IOWA

- Alder Flycatcher
- American Coot
- American Crow
- American Goldfinch
- American Kestrel
- American Redstart
- American Robin
- American Tree Sparrow
- American White Pelican
- American Wigeon
- American Woodcock
- Bald Eagle
- Baltimore Oriole
- Bank Swallow
- Barn Swallow
- Barred Owl
- Bay-breasted Warbler
- Belted Kingfisher
- Black-and-white Warbler
- Black-billed Cuckoo
- Blackburnian Warbler
- Black-capped Chickadee
- Blackpoll Warbler
- Black-throated Green Warbler
- Blue Jay
- Blue-gray Gnatcatcher
- Blue-headed Vireo
- Blue-winged Teal
- Blue-winged Warbler
- Bonaparte's Gull
- Broad-winged Hawk
- Brown Creeper
- Brown Thrasher
- Brown-headed Cowbird
- Bufflehead
- Cackling Goose
- Canada Goose
- Canada Warbler
- Canvasback
- Cape May Warbler
- Carolina Wren
- Caspian Tern
- Cedar Waxwing
- Chestnut-sided Warbler
- Chimney Swift
- Chipping Sparrow
- Clay-colored Sparrow
- Cliff Swallow
- Common Goldeneye
- Common Grackle
- Common Loon
- Common Merganser
- Common Nighthawk
- Common Tern
- Common Yellowthroat
- Cooper's Hawk
- Dark-eyed Junco
- Dickcissel
- Double-crested Cormorant
- Downy Woodpecker
- Eastern Bluebird
- Eastern Kingbird
- Eastern Meadowlark
- Eastern Phoebe
- Eastern Towhee
- Eastern Wood-Pewee
- Eurasian Collared-Dove
- European Starling
- Field Sparrow
- Forster's Tern
- Fox Sparrow
- Gadwall
- Golden-crowned Kinglet
- Golden-winged Warbler
- Gray Catbird
- Gray-cheeked Thrush
- Great Blue Heron
- Great Crested Flycatcher
- Great Egret
- Great Horned Owl
- Greater Scaup
- Greater White-fronted Goose
- Greater Yellowlegs
- Green Heron
- Green-winged Teal
- Hairy Woodpecker
- Harris's Sparrow
- Hermit Thrush
- Herring Gull
- Hooded Merganser
- Horned Grebe
- Horned Lark
- House Finch
- House Sparrow
- House Wren
- Indigo Bunting
- Kentucky Warbler
- Killdeer
- Least Flycatcher
- Least Sandpiper
- Lesser Scaup
- Lesser Yellowlegs
- Lincoln's Sparrow
- Long-eared Owl
- Long-tailed Duck
- Louisiana Waterthrush
- Magnolia Warbler
- Mallard
- Marsh Wren
- Merlin
- Mourning Dove
- Mourning Warbler
- Nashville Warbler
- Northern Bobwhite
- Northern Cardinal
- Northern Flicker
- Northern Harrier
- Northern Parula
- Northern Rough-winged Swallow
- Northern Saw-whet Owl
- Northern Shoveler
- Northern Waterthrush
- Olive-sided Flycatcher
- Orange-crowned Warbler
- Osprey
- Ovenbird
- Palm Warbler
- Philadelphia Vireo
- Pied-billed Grebe
- Pileated Woodpecker

- Pine Siskin
- Prairie Warbler
- Purple Finch
- Purple Martin
- Red-bellied Woodpecker
- Red-breasted Merganser
- Red-breasted Nuthatch
- Red-eyed Vireo
- Redhead
- Red-headed Woodpecker
- Red-shouldered Hawk
- Red-tailed Hawk
- Red-winged Blackbird
- Ring-billed Gull
- Ring-necked Duck
- Ring-necked Pheasant
- Rock Pigeon
- Rose-breasted Grosbeak
- Ross's Goose
- Rough-legged Hawk
- Ruby-crowned Kinglet
- Ruby-throated Hummingbird
- Ruddy Duck
- Say's Phoebe
- Scarlet Tanager
- Sedge Wren
- Sharp-shinned Hawk
- Snow Goose
- Solitary Sandpiper
- Song Sparrow
- Sora
- Spotted Sandpiper
- Summer Tanager
- Swainson's Thrush
- Swamp Sparrow
- Tennessee Warbler
- Tree Swallow
- Trumpeter Swan
- Turkey Vulture
- Veery
- Vesper Sparrow
- Virginia Rail
- Warbling Vireo
- White-breasted Nuthatch
- White-crowned Sparrow
- White-throated Sparrow
- White-winged Scoter
- Wild Turkey
- Willow Flycatcher
- Wilson's Warbler
- Winter Wren
- Wood Duck
- Wood Thrush
- Yellow Warbler
- Yellow-bellied Flycatcher
- Yellow-bellied Sapsucker
- Yellow-billed Cuckoo
- Yellow-rumped Warbler
- Yellow-throated Vireo



12” x 12” REAP Sign displayed on the completed accessible fishing pier (Phase One)



City of Waterloo Facebook page highlighting a

YouTube video created to promote REAP, Greenbelt Lake, and the Phase One project funded by REAP



City of Waterloo Facebook page highlighting the
REAP award in 2019 for Greenbelt Lake Improvements Phase One

REAP Applications Awarded

In October, the Natural Resource Commission awarded $75,000 and $200,000 in Resource Enhancement and Protection (REAP) funds to Elk Run Heights and Waterloo. The funds will be used for cleanup and enhancement of Elk Run Creek and Mayor's Park in Elk Run Heights, and for improvements to Greenbelt Lake in Waterloo.



Conceptual drawing of improvements to Greenbelt Lake in Waterloo.

Resource Enhancement and Protection (REAP)



Applications for REAP's City Parks and Open Spaces and the County Conservation Program are due to the Iowa Dept. of Natural Resources by August 30, 2021. This funding source is ideal for open space acquisition and preservation, park expansion, and park enhancement. Funding is dependent on population. There is no maximum funding request for County Conservation Boards, however, to be eligible, the county must dedicate at least $0.22 per $1,000 of assessed value of taxable property in the county for county conservation purposes. Contact Kyle Durant for more information.

Example publications from the INRCOG e-newsletter promoting REAP and funded projects

GREENBELT LAKE REAP GRANT PHASE II					
ENGINEERS ESTIMATE					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT COST	TOTAL COST
1	SHELTER STRUCTURE, 20'X28', COMPLETE	LS	1	$95,000.00	$95,000.00
3	KIOSK, COMPLETE	LS	1	$25,000.00	$25,000.00
4	INTERPRETIVE SIGNS IN KIOSK	EACH	3	$3,500.00	$10,500.00
5	INTERPRETIVE SIGNS AROUND PERIMETER OF LAKE & POLLINATOR PLANTING	EACH	8	$250.00	$2,000.00
6	INTERPRETIVE SIGNAGE DESIGN	LS	1	$5,000.00	$5,000.00
7	KAYAK LAUNCH	LS	1	$6,500.00	$6,500.00
8	LIMESTONE PARK IDENTIFICATION SIGN	LS	1	$9,000.00	$9,000.00
9	5 INCH PCC, C-4	SY	265	$65.00	$17,225.00
10	BOLLARDS	EACH	36	$40.00	$1,440.00
11	EARTHWORK	LS	1	$8,000.00	$8,000.00
12	CONSTRUCTION ENTRANCE INSTALLATION, MAINTENANCE AND REMOVAL	LS	1	$2,000.00	$2,000.00
13	STRAW WATTLE INSTALLATION, MAINTENANCE AND REMOVAL	LF	400	$5.00	$2,000.00
14	STRIPPING, SALVAGING AND RESPREADING TOPSOIL, 6 INCH	SY	350	$12.00	$4,200.00
15	HYDRAULIC SEEDING, FERTILIZING AND MULCHING	SY	125	$5.00	$625.00
16	EXISTING GATE REMOVAL	LS	1	$750.00	$750.00
17	GATE, 10 FOOT AGRICULTURAL WITH POSTS AND HARDWARE, COMPLETE	LS	1	$1,650.00	$1,650.00
18	MOBILIZATION	LS	1	$3,000.00	$3,000.00
					$193,890.00

Letters of Support

Greenbelt Lake Improvements, Phase Two

CITY OF WATERLOO

Council Communication

Resolution approving a grant agreement with the Otto Schoitz Foundation in the amount of $1 million, in conjunction with the Transforming Gates and Byrnes Parks Project, and authorizing the Leisure Services Director to execute said document.

City Council Meeting: 8/1/2022
Prepared: 7/20/2022

ATTACHMENTS:

Description	Type
award Letter Schoitz	Backup Material
SchoitzContractGate-Byrnes	Backup Material

SUBJECT:	Resolution approving a grant agreement with the Otto Schoitz Foundation in the amount of $1 million, in conjunction with the Transforming Gates and Byrnes Parks Project, and authorizing the Leisure Services Director to execute said document.
Submitted by:	Submitted By: Paul Huting, Leisure Services Director
Recommended Action:	Recommend Approval.
Summary Statement:	This grant contract is for the award of $1 million payable in multi-year installments, for major improvements at Gates and Byrnes Parks.
Neighborhood Impact:	This project will positively impact the neighborhoods surrounding Gates and Byrnes Parks
Expenditure Required/Source of Funds:	The total project cost is currently estimated at $16-$18 million. $6.5 million has been granted by the Black Hawk County Gaming Association for this project. McElroy Trust has granted $1 million. A state of Iowa CAT grant application for $1 million has been submitted recently. Black Hawk County Board of Supervisors has approve $50,000 in matching funds for the CAT grant. City cash match of $4.5 million is required and will be funded with GO bonds over 3-5 years. Many other funding sources are actively being sought, including a grass roots funding campaign in conjunction with Waterloo Community Foundation.

PAUL HUTING

From: Otto Schoitz Foundation <administrator@grantinterface.com>
Sent: Wednesday, July 20, 2022 1:12 PM
To: PAUL HUTING
Subject: Otto Schoitz Foundation Award Notification - Partnership Grant

CAUTION: This email originated from outside the City of Waterloo email system. Do not click links or open unexpected attachments unless you recognize the sender and know the content is safe.

otto SCHOITZ FOUNDATION

Dear Mr. Huting,

On behalf of the Otto Schoitz Foundation Board of Directors, I am pleased to inform you that a Partnership Grant has been awarded to your organization in the amount of $1,000,000.00. If the award is to be paid in multi-year installments, these details are shown in the grant portal under the Partnership Grant Decision/$Award Details.

Please be advised that as a condition of receiving your grant award, the following milestones have been established.

1. Within the next week, please view and submit the electronic Grant Agreement. The grant award will be official only after you have submitted the electronic Grant Agreement.
2. The initial installment of this award will be disbursed within 10 business days of 1) receipt of the Grant Agreement or 2) the installment due date, whichever occurs later. Future installments will be disbursed within 10 business days of 1) receipt of the respective Follow-up Reports or the installment due date, whichever occurs later.
3. Grant Accountability Reports are scheduled throughout the grant period. You will be notified fourteen days in advance of each due date.

Each of these follow-ups are accessed by logging into the Otto Schoitz Foundation online grant management system here.

If you have further questions, please contact our office. We look forward to working with you to improve the health and wellbeing of the Cedar Valley!

Sincerely,

Shelli Panicucci
Executive Director/CEO
ph: 319-232-2870

Applicant Information
Paul Huting
300 Jefferson
Waterloo, IA 50701
319-291-0165
paul.huting@waterloo-ia.org

Organization: City of Waterloo/Leisure Services
Form Name: Grant Agreement
Process Name: Partnership Grant
Project Name: Transforming Gates and Byrnes Parks

Select Language ▼

Follow Up

Collaborate 0

Transforming Gates and Byrnes Parks

Process: Partnership Grant

Contact Info | Request

Applicant:
Mr. Paul Huting
paul.huting@waterloo-ia.org
319-291-0165
300 Jefferson
Waterloo, IA 50701 United States

Contact Email History

Organization:
City of Waterloo/Leisure Services
42-6005327
319-291-0165
300 Jefferson
Waterloo, IA 50701 United States

If your organization information does not appear correct, please contact the funder. Thank you.

Application | Follow Up | FollowUp Packet | Question List

Due by 10/09/2022 11:59 PM CDT.

Fields with an asterisk (*) are required.

Grant Agreement Terms & Conditions

Project Title*

Name of Project

Transforming Gates and Byrnes Parks

Amount Awarded

$ 1,000,000.00

Decision Date

The Grant period **begins** as of the Decision Date shown below.

10/01/2022

Project Start Date*

Grant disbursement is dependent upon the Project Start Date.
Please confirm, and update if necessary, the accuracy of the actual start date of the Project.
This is the date pertaining to the underlying work; for example if a capital improvement Project, provide the date construction begins.

04/01/2023

Project End Date*

The Grant period ends as of the Project End Date as identified in the grant application and shown below.

Please update if necessary.

06/01/2024

THIS AGREEMENT DETAILS THE RESPONSIBILITIES OF THE OTTO SCHOITZ FOUNDATION AND YOUR ORGANIZATION (GRANTEE), AND THE TERMS AND CONDITIONS OF THE GRANT.

Use of Funds

The grant is to be used solely for the project as described in Grantee's proposal, for expenditures incurred after the Foundation's award notice and within the time frame identified in the proposal. Projects must be started and completed on time and completed as presented. Any monies received under this agreement should be expended for no other purposes. Any funds not used for the specific purpose of the grant must be returned to the Otto Schoitz Foundation, unless otherwise authorized in writing by the Otto Schoitz Foundation. Grantee specifically agrees that no part of the funds received from this grant will be used to carry on propaganda, influence legislation, influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive.

Modification

If circumstances impact the Grantee's ability to meet the terms as committed in this Grant Agreement, a modification may be requested. The Grantee may request modifications in writing in order to change the duration, value or other terms of this commitment. The written request should outline the nature of the modification including specifics with respect to budget, timeframe and scope. Within a reasonable timeframe following receipt of the Grantee's request, the Foundation will provide a written response indicating the acceptance, denial or further consideration of the Grantee's request.

Non-Competition with MercyOne

The grant is not to be used in any manner that competes, or could reasonably be determined to appear to compete, with MercyOne or its affiliates due to the arrangement by which the Otto Schoitz Foundation was formed in 2016. This restriction on competition against MercyOne or its affiliates applies to the grant funds absolutely. The restriction on competition applies to fiscal agents and fiscal sponsors and their associates even if, for example, the fiscal agent or sponsor does not necessarily directly compete against MercyOne or

its affiliates. Any grant funds that are determined by the Otto Schoitz Foundation, in its sole discretion, to compete, or to appear to compete, with MercyOne or its affiliates must be returned to the Otto Schoitz Foundation.

Non-Profit Status

If Grantee is a 501c3 organization, Grantee warrants and represents that its receipt of this grant will not adversely affect the grantee's status as a public charity under Section 509(a) of the Internal Revenue Code. Grantee agrees immediately to notify the Otto Schoitz Foundation, in writing, if:

a. Grantee's legal or federal tax status is revoked or altered;

b. Grantee has reasonable grounds to believe that its tax exempt status may be revoked or altered; or,

c. Grantee has reason to believe that these grant monies cannot be or continue to be expended for the specific purposes.

In the event that Grantee loses its tax exempt status before all funds under this grant are dispensed, this grant contract will be considered null and void and all obligations of the Otto Schoitz Foundation hereunder will terminate.

Regulatory Compliance Cooperation

Grantee will cooperate with the Otto Schoitz Foundation in supplying additional information or in complying with any procedures which might be required by any governmental agency or financial audits or investigations in order for the Otto Schoitz Foundation to establish the fact that it has observed all requirements of the law with respect to this grant.

Reporting and Record Keeping

Grantee agrees to submit electronic reports on the status of the Grant when requested including an Accountability Report(s). The Accountability Report(s) provides analysis on the achievement of qualitative and quantitative goals, including the financial aspects of the Project. A component of the Accountability Report is the Project Financial Report, which compares the Project's actual financial results to the Project Budget as submitted in the underlying Grant Application. **Unused funds related to the purpose of the Grant and its terms are to be returned to the Foundation** upon submission of the Final Grant Accountability Report.

Grantee will maintain its books and records in a manner that provides the Foundation with sufficient detail to review the Grantee's receipts and expenditures relating to the Grant. Grantee will make such records available for review by the Foundation upon reasonable notice during the Grant Period and for two years following the Grant Period.

Payment Schedule

The Foundation will disburse the initial Grant installment within ten business days following a) receipt of the Grant Agreement or b) the actual start date of the Project, whichever occurs later. Each subsequent installment will be disbursed within 10 business days following receipt of the respective Accountability Report.

Remittance Address

We will send payment to the address you identified in the organizational profile in our grant management system unless you indicate an alternative "remit to" address below.

Grant Related Additional Feedback

Grant funds are restricted to expenses as outlined in your application and incurred after the award date. Further restrictions or additional feedback, if any, are noted below.

As discussed with Paul Huting, the OSF Board encourages the City of Waterloo to utilize the Gates Park/Pool investment as a springboard towards revitalizing the remainder of the Gates neighborhood.

303 characters left of 500

Recognition

The Otto Schoitz Foundation desires that all resources of Grantee be dedicated to accomplishing its philanthropic purposes. Accordingly, Grantee agrees not to recognize the Foundation, its board members or staff, or this grant *with mementos or provide benefits or services to such parties,* unless pre-approved by the Foundation. That said, Grantee may announce and publicize the grant in recognition of the Foundation's support. Grantee and Foundation may each disclose the other party's name, and use each other's logo, in internal and external communications, including, on its website and in its outreach materials.

Generic Communications

In order to reduce the amount of mail the Otto Schoitz Foundation receives that is not specifically relevant to the management of this grant, the Grantee agrees to keep the Foundation off its generic marketing lists, including, but not limited to donor appeals.

At its sole discretion, the Otto Schoitz Foundation may provide a news release summarizing the grant to television, newspaper and other media. Further, the Otto Schoitz Foundation may include related information of the grant in the Foundation's annual report.

Fiscal Agent or Fiscal Sponsor Grant Agreement

If you are using a fiscal agent or fiscal sponsor for this grant award, please upload a letter/agreement signed by the Executive Director/CEO of the fiscal sponsor/agent indicating:

- The fiscal agent/sponsor's agreement to the Terms & Conditions of the Otto Schoitz Foundation's Grant Agreement as outlined.

For your convenience, click here for a template.

Upload a file [5 MiB allowed]

Acceptance of Terms & Conditions*

This grant is conditional upon Grantee's acceptance of the terms and conditions set forth herein. By selecting the "I Accept Grant Terms and Conditions" below, Grantee agrees to accept and comply with the stated terms and conditions of this grant.

○ I Accept Grant Terms and Conditions
○ I Decline Grant Terms and Conditions

Authorized Signature
By typing in your Name and Title in the space below, you confirm that you are authorized to make legal contracts for the Grantee and that you agree to enter into this agreement by electronic means.

Name and Title of Individual Entering Agreement*

One Final Note from Staff
Now that all of the legal requirements are out of the way...we'd like to emphasize that we view this grant as a partnership aimed at improving the health and wellbeing in the Cedar Valley. Therefore, do not hesitate to reach out to us if you have questions, comments or concerns relating to your grant award. Further, if it's helpful to your organization, we'd be happy to provide a quote or comment specific to your grant award so that you may include it in your newsletter and/or other communications. If you'd like to include our logo, you can access it here.
We're looking forward to our partnership!

ⓘ Due by 10/09/2022 11:59 PM CDT.

Save Follow Up | Submit Follow Up

CITY OF WATERLOO

Council Communication

Resolution approving request to hold MDA Boot Block on August 19, 26 and September 2, 2022 from 3:00 p.m. to 6:00 p.m., at the intersections of Franklin and E. 3rd Streets, Ansborough Avenue, LaPorte Road and San Marnan Drive, and Kimball and Ridgeway Avenues.

City Council Meeting: 8/1/2022
Prepared: 7/20/2022

ATTACHMENTS:

Description	Type
Certificate of Insurance	Backup Material

SUBJECT:	Resolution approving request to hold MDA Boot Block on August 19, 26 and September 2, 2022 from 3:00 p.m. to 6:00 p.m., at the intersections of Franklin and E. 3rd Streets, Ansborough Avenue, LaPorte Road and San Marnan Drive, and Kimball and Ridgeway Avenues.
Submitted by:	Submitted By: Pat Treloar, Fire Chief
Recommended Action:	Approve
Summary Statement:	This year, as always, we will place an emphasis on firefighter safety as well as the safety of commuters from the city. We will accomplish this by wearing high visibility vests and by using signage prior to our collection points. MDA has again provided insurance coverage. We would like to thank the City of Waterloo and the patrons of our city for their continued support and generosity in our efforts to raise money to assist those with neuromuscular diseases. Waterloo has continually been one of the top fundraisers in the state. The MDA Coordinator for Local 66 is Jared Bargman.

Client#: 1281896 MUSCUDYS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/04/2022

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

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

PRODUCER	CONTACT NAME: Amelia Jimenez	
USI Insurance Services LLC 333 Westchester Ave, Suite 102 White Plains, NY 10604	PHONE (A/C, No, Ext): 516 419-4056	FAX (A/C, No): 610 537-4552
	E-MAIL ADDRESS: amelia.jimenez@usi.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Muscular Dystrophy Association, Inc. Attn: Mike Kennedy 161 N. Clark St. #3550 Chicago, IL 60601-0050	INSURER A : Philadelphia Indemnity Insurance Co.	18058
	INSURER B : Phoenix Insurance Company	25623
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2395179	04/01/2022	04/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X BI/PD Ded: $15,000						MED EXP (Any one person)	$20,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2395179	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB8P4296322243G	04/01/2022	04/01/2023	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Waterloo Fill the Boot on August 19, and 26, 2022 and September 9, 16 and 23, 2022

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the City of Waterloo only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

CERTIFICATE HOLDER	CANCELLATION
City of Waterloo 715 Mulberry Street Waterloo, IA 50703	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ulle Scott

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CITY OF WATERLOO

Council Communication

Resolution accepting the Local Fire Protection and Emergency Medical Services Grant, for the purchase of a BDS Laundry washer/extractor by the State of Iowa for delivery to and use by Waterloo Fire Rescue, in the amount of $8,368.00, and authorize the Fire Chief to execute said document.

City Council Meeting: 8/1/2022
Prepared: 7/21/2022

ATTACHMENTS:

	Description	Type
	Grant Approval Documentation	Backup Material

SUBJECT:	Resolution accepting the Local Fire Protection and Emergency Medical Services Grant, for the purchase of a BDS Laundry washer/extractor by the State of Iowa for delivery to and use by Waterloo Fire Rescue, in the amount of $8,368.00, and authorize the Fire Chief to execute said document.
Submitted by:	Submitted By: Pat Treloar, Fire Chief
Recommended Action:	Approve
Summary Statement:	This grant is being offered through the Iowa Department of Public Safety and is in support of purchasing necessary enforcement, protection, or emergency response equipment. The funds will be used to purchase one BDS Laundry washer/extractor. We will use the system as a cancer preventative measure to clean the firefighter turnout gear after a fire. As part of selecting this option, the State of Iowa makes the equipment purchase and delivers the equipment to the city. Grant Program Documentation Attached in the communication.

Expenditure Required/Source of $0.00 cost to the city. This is a no match grant.
Funds:

Local Fire Protection and Emergency Medical Services Grant Program - Grant Agreement Letter

July 19, 2022

Waterloo Fire Rescue

Dear Brock Weliver:

The Iowa State Fire Marshal is pleased to inform you that a grant has been approved in the amount of **$8,368.00** for use under the Local Fire Protection and Emergency Medical Services Grant Program.

This letter and its attachments outline the terms and conditions of accepting this grant. Please read all the terms and conditions carefully, sign, and return along with this agreement letter before making any purchase(s). If the Division does not receive signed copies of this grant award letter and general grant terms within 14 days after the date of the grant award letter, this grant may be revoked.

Grant funds must be used specifically for **BDS Laundry washer/extractor**, as stated in your approved grant proposal. You must submit a written request to us for reimbursement after each purchase and a check will be mailed to you upon review and approval of the purchase. The grant funds are to be expended within one year from the date of this letter and written approval must be received prior to spending funds on anything not already approved in your grant proposal.

Congratulations on this recognition of your important efforts. We look forward to working with you during the coming year.

Sincerely,

Dan Wood
Iowa State Fire Marshal
Department of Public Safety

ACCEPTED AND AGREED:

_____
Fire Chief or Designee (signature)/Date

LOCAL FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES GRANT PROGRAM

GENERAL GRANT TERMS, CONDITIONS, AND UNDERSTANDINGS

In addition to the specific terms and conditions in the grant award letter dated **July 19, 2022,** to which these General Grant Terms, Conditions, and Understandings are attached, the Iowa State Fire Marshal (Division) is awarding this grant in the amount of **$8,368.00** to you as the Grantee contingent upon the following:

Expenditure of Funds:

This grant is to support specific fireworks safety education programming to the public; or to purchase necessary enforcement, protection, or emergency response equipment related to the sale and use of consumer fireworks in Iowa. You must submit a written request to us for reimbursement after each purchase and a check will be mailed to you upon review and approval of the purchase. The Grantee must provide a written report to the Division if any portion of the grant is unexpended after 12 months to include the amount of funds left, how it will be used, and when it will be expended. This grant is made for the purpose outlined in the grant award letter, and terms and conditions. Grant funds may not be expended for any other purpose without prior written approval from the Division.

No Assignment or Delegation:

You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this grant without prior written approval from the Division.

Records and Reports:

You are required to submit a written request, including itemized receipt(s), to the Division after a related purchase is made. A reimbursement check will be sent to you upon review and approval of the purchase. You are required to keep the financial records with respect to this grant, along with copies of any reports submitted to the Division, for at least five years following the year in which all grant funds are fully expended.

Required Notification:

You are required to provide the Division with immediate written notification of: (1) your inability to expend the grant within 12 months for the purposes described in the grant award letter and terms and conditions; or (2) any expenditure from this grant to be made for any purpose other than those for which the grant was intended.

Reasonable Access for Evaluation:

You will permit the Division, at its request, to have reasonable access during regular business hours to your files, records, accounts, personnel and clients, or other beneficiaries for the purpose of making such financial audits, verifications, or program evaluations as the Division deems necessary or appropriate concerning this grant award.

Right to Modify or Revoke:

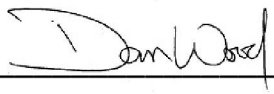
The Division reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in the Division's sole discretion, such action is necessary: (1) because you have not fully complied with the terms and conditions of this grant; or (2) to comply with the requirements of any law or regulation applicable to you, the Division, or this grant.

The undersigned certify that they are duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports and other instruments of every kind.

ACCEPTED AND AGREED TO:

Waterloo Fire Rescue
Fire Department

Dan Wood
Iowa State Fire Marshal (printed)


Iowa State Fire Marshal (signature)/Date

Fire Chief or Designee (printed)

Fire Chief or Designee (signature)/Date

Purchasing Instructions:

Washer Extractors:

1. Departments awarded grant funding to purchase washers will work directly with Craig Hanson from BDS Laundry to coordinate purchase and delivery/installation of the washer to your location.

   Craig Hanson | VP Commercial/Industrial Equipment
   2430 Enterprise Drive | St. Paul, MN 55120
   651-688-8000 | (c) 612-325-9419 | (d) 651-286-7847
   chanson@bdslaundry.com | bdslaundry.com
2. Invoices will be sent directly to the Department of Public Safety to handle payment. You will not need to submit the accountability report.
3. Once the washer has been delivered and installed, your department must email or mail photos of the installed washer to the State Fire Marshal

   Iowa State Fire Marshal
   Attn: Licensing Administration
   215 E 7th Street
   Des Moines IA 50319
   sfmfireworks@dps.state.ia.us

Purchases Paid Directly (by department):

1. If you will be making your purchases directly and paying the vendors directly, you will then request reimbursement for the grant funds by submitting the completed Accountability spreadsheet with copies of your invoice(s), packing slips, etc. to the State Fire Marshal.

   Iowa State Fire Marshal
   Attn: Licensing Administration
   215 E 7th Street
   Des Moines IA 50319
   sfmfireworks@dps.state.ia.us

Purchases Made by the State on Behalf of Your Department:

1. If you prefer to have the State make the purchase on behalf of your department directly out of grant funds, we are required to follow State purchasing rules. This may include obtaining informal bid quotes, formal bid quotes, and using specific vendors with established purchasing agreements with the State.
2. You will not need to submit the accountability report.

If you have any questions or concerns about the purchasing process or the reimbursement process, please feel free to contact me.

Jeannie Guttenfelder
(515) 725-6178
gutten@dps.state.ia.us

CITY OF WATERLOO

Council Communication

Resolution approving request of Sheila Washington, for a waiver for a concrete driveway, located at 511 Mildred Avenue, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.

City Council Meeting: 8/1/2022
Prepared: 7/19/2022

ATTACHMENTS:

Description	Type
DW Waiver_511 Mildred Ave	Backup Material

SUBJECT:	Resolution approving request of Sheila Washington, for a waiver for a concrete driveway, located at 511 Mildred Avenue, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Recommended Action:	Recommend for approval by the City Engineer.
Summary Statement:	This waiver is needed due to the placement of a driveway or sidewalk on City right-of-way on an unimproved street. I have reviewed this request and recommend its approval subject to the following provisions. 1.Work to be performed by an approved and bonded contractor. 2.A permit is to be obtained from the office of the City Engineer prior to construction. 3.All work shall be performed under the supervision of the City Engineer and at no cost to the City of Waterloo. $7.00 cash for the purpose of recording this waiver and a copy of the legal description have been provided to the City Clerk's office.
Legal Descriptions:	The North One-half of Lot No. Fourteen (14) and all Lot No. Fifteen (15) in Block No. Five (5) in North Waterloo Place, an addition to the City of Waterloo

WAIVER

Date: 7-11-2022

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)

511 MILDRED AVENUE.
(Address)

This waiver is needed because of:

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

I agree to the following:

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

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

Respectfully submitted,

Sheila Washington
Printed Name of Property Owner

Sheila Washington
Signature of Property Owner

CITY OF WATERLOO

Council Communication

Resolution approving request of Izet Cejvanovic, for a waiver for a concrete driveway, located at 2176 Country Lane, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.

City Council Meeting: 8/1/2022
Prepared: 7/19/2022

ATTACHMENTS:

Description	Type
DW Waiver_2176 Country Ln	Backup Material

SUBJECT:	Resolution approving request of Izet Cejvanovic, for a waiver for a concrete driveway, located at 2176 Country Lane, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Recommended Action:	Recommend for approval by the City Engineer.
Summary Statement:	This waiver is needed due to the placement of a driveway or sidewalk on City right-of-way on an unimproved street. I have reviewed this request and recommend its approval subject to the following provisions. 1.Work to be performed by an approved and bonded contractor. 2.A permit is to be obtained from the office of the City Engineer prior to construction. 3.All work shall be performed under the supervision of the City Engineer and at no cost to the City of Waterloo. $7.00 cash for the purpose of recording this waiver and a copy of the legal description have been provided to the City Clerk's office.
Legal Descriptions:	Lot 8 Klingaman Knolls in Black Hawk County, Iowa

WAIVER

Date: 07-07-2022

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)

2176 Country Ln
(Address)

This waiver is needed because of:

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

_____ elimination of the sidewalk section due to the inability to meet requirements of the driveway and sidewalk policy, paragraph 1.

_____ asphalt driveway with the elimination of the sidewalk section.

X placing 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.

Respectfully submitted,

Izet Cejvanovic
Printed Name of Property Owner

Signature of Property Owner

Izet Cejvanovic

CITY OF WATERLOO

Council Communication

Resolution approving the request of Luiz Gustavo, for tax exemptions on the construction of a new single family home valued at $321,531.00, for property located at 3346 Lincolnshire Road, and located in the City Limits Urban Revitalization Area (CLURA).

City Council Meeting: 8/1/2022
Prepared: 7/6/2022

ATTACHMENTS:

Description	Type
CLURA 3346 Lincolnshire Rd Form	Backup Material
CLURA 3346 Lincolnshire Rd Map	Backup Material

SUBJECT:	Resolution approving the request of Luiz Gustavo, for tax exemptions on the construction of a new single family home valued at $321,531.00, for property located at 3346 Lincolnshire Road, 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:	Lincolnshire Addition Lot 8

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.

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: Luiz Gustavo Moreira Costa **SIGNATURE:** [signature]

ADDRESS: 3346 lincolnshire road, 50701

TELEPHONE: 706-691-5664 **DATE:** 07/18/2022

A. What is the *Address* of the property being improved? 3346 Lincolnshire Rd

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

Lot 8 Lincolnshire Addition

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

Single family new construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 2021-11323 Date permit was issued: 8/17/21 Total permit(s) valuation: $157,000

D. What was the cost of the new construction? $321,531

E. Estimated or actual date of completion of this new construction? 6/1/22

CITY OF WATERLOO

____ APPROVED DATED: _____ RESOLUTION NO: _____

____ DENIED

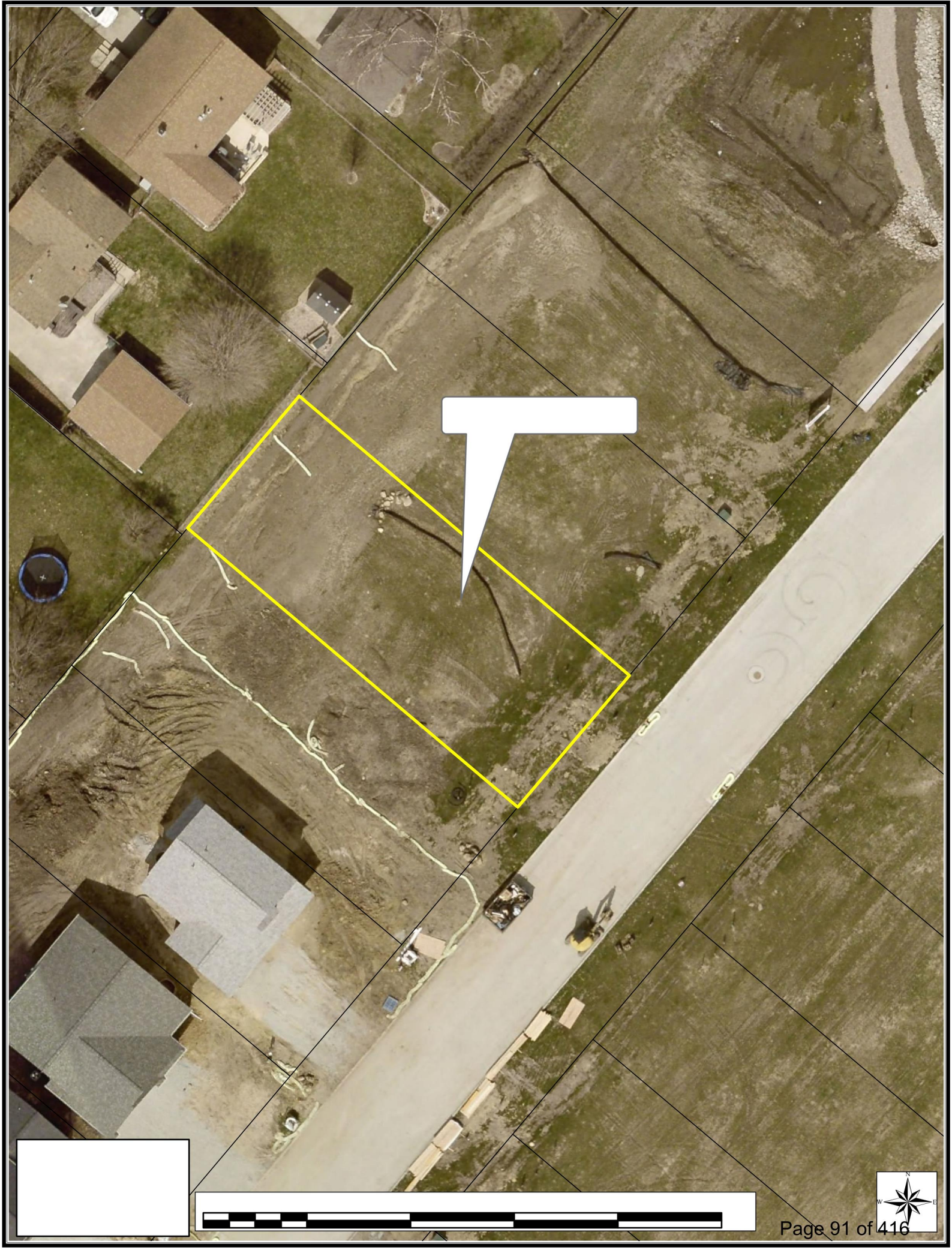
BLACK HAWK COUNTY ASSESSOR

____ APPROVED DATED: _____

____ DENIED

Tami McFarland
Black Hawk County Assessor

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 award of bid to Peterson Contractors, Inc., of Reinbeck, Iowa in the amount of $121,562.90, approving the contract, bonds, and certificate of insurance, in conjunction with the FY 2023 Martin Luther King Jr. Drive/Northeast Industrial Park Wetland Mitigation, Contract No. 1005, and authorizing the Mayor and City Clerk to execute said documents.

City Council Meeting: 8/1/2022
Prepared: 7/20/2022

ATTACHMENTS:

	Description	Type
🗋	Cont 1005_bid tab	Backup Material
🗋	Contract, bonds and insurance	Backup Material

SUBJECT:	Resolution approving award of bid to Peterson Contractors, Inc., of Reinbeck, Iowa in the amount of $121,562.90, approving the contract, bonds, and certificate of insurance, in conjunction with the FY 2023 Martin Luther King Jr. Drive/Northeast Industrial Park Wetland Mitigation, Contract No. 1005, and authorizing the Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Implementation, Accountability, and Communication:	

FY 2023 Martin Luther King Jr. Drive/Northeast Industrial Park Wetland Mitigation Project, Contract No. 1005

Bid Tab: July 7, 20022

Engineer's Estimate: $156,334.95

Bidder	Bid Security	Bid Amount
Vieth Construction Corporation Cedar Falls, IA	5%	$174,499.85
Lodge Construction, Inc. Clarksville, IA	5%	$129,472.88
Peterson Contactors, Inc. Reinbeck, IA	5%	$121,562.90
Arends Excavating, LLC Waterloo, IA	5%	$129,266.64

J9877

FORM OF CONTRACT

CONTRACT FOR THE CONSTRUCTION OF

MLK WETLAND MITIGATION PROJECT - PHASE I

CITY OF WATERLOO, IOWA

CONTRACT NO. 1005

This contract made and entered into this _____ day of _____, 20__, by and between the City of Waterloo, Iowa, a Municipal Corporation, (hereinafter referred to as City), and Peterson Contractors, Inc., of Reinbeck, Iowa, (hereinafter referred to as Contractor), WITNESSETH:

PAR. 1 Contractor agrees to build and construct the **MLK WETLAND MITIGATION PROJECT - PHASE I, Contract No. 1005,** and furnish all necessary tools, equipment, materials, and labor necessary to do all the work called for in the plans and specifications in a workmanshiplike manner and for the prices set forth in Contractor's proposal, which was accepted by the City, and which is understood and agreed to be a part of this contract.

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

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

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

PAR. 5 The Contractor agrees to commence said work within ten (10) working days after receipt of "Notice to Proceed" and all items shall be completed on or before **June 30, 2023**.

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

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

property allegedly caused by the Contractor, or his agents, while work is done pursuant to this agreement.

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

PAR. 9 The City shall have the right to appoint one or more construction reviewers who shall review the progress of the work in detail; also, to make any test or any material to be used in such work. No material shall be used in any work until the same has first been approved by the construction reviewer. Such construction reviewer shall have full authority to pass judgment upon all materials and upon the manner of doing the work, and their judgment on rejecting any materials, substance, or manner of work shall be final unless it is revoked or modified by the City Engineer.

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

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

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

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

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

PAR. 15 In consideration of the full compliance on the part of the Contractor with all the provisions, stipulations, and conditions hereof, or contained in the various instruments made a part of this contract by reference, and upon completion and acceptance of said work, the City agrees to pay to the Contractor, in the manner set out in the Notice to Contractors, the

amount of money due the Contractor for work performed and accepted, at the unit prices set out in the Contractor's proposal, which has been accepted by the City.

PAR. 16 The total amount of the contract, based on the Engineer's estimates of quantities and the Contractor's unit bid prices, and for which 100% surety bond is required is **$121,562.90**.

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

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

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

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

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

CITY OF WATERLOO, IOWA

_____
Mayor

_____
City Clerk

PETERSON CONTRACTORS, INC.
Contractor

BY: _____

Title: president cordell q. peterson

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

ATTEST: _____, City Clerk
Waterloo, Iowa

Bond No. 107614925

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Peterson Contractors, Inc. of Reinbeck, Iowa (the "Principal"), and Travelers Casualty and Surety Company of America of Hartford, CT (the "Surety"), are held and firmly bound unto the City of Waterloo, Iowa (the "Obligee"), in the penal sum of One Hundred Twenty-one Thousand Five Hundred Sixty-two And 90/100 Dollars ($ $121,562.90), lawful money of the United States, for the payment of said sum in connection with a contract (the "Contract") dated on or about _____ for the purpose of MLK Wetland Mitigation Project - Phase 1, Waterloo, Iowa; Contract No. 1005. The Contract is incorporated herein by reference as though fully set forth herein.

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

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

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

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

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

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

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

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

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

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

PRINCIPAL	SURETY
Peterson Contractors, Inc.	**Travelers Casualty and Surety Company of America**
Name	Name
By: _____	By: _____
	Cindy Bennett
Title: president	Title: **Attorney-In-Fact**
	[attach Power of Attorney]

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

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

Bond No. 107614925

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Peterson Contractors, Inc.
(Name of Contractor)

P.O. Box A, Reinbeck, IA 50669
(Address of Contractor)

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

and, Travelers Casualty and Surety Company of America
(Name of Surety)

One Tower Square, Hartford, CT 06183
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Waterloo
(Name of Owner)

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

hereinafter called OWNER, in the penal sum of One Hundred Twenty-one Thousand Five Hundred Sixty-two And 90/100 Dollars,($ $121,562.90)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, ___, a copy of which is hereto attached and made a part hereof for the construction of:

MLK Wetland Mitigation Project - Phase 1, Waterloo, Iowa; Contract No. 1005

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or

used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

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

ATTEST:

(Principal) Secretary

(SEAL)

Peterson Contractors, Inc.
Principal

By _____(s)

P.O. Box A
(Address)

Reinbeck, IA 50669

Witness as to Principal

P.O. Box A
(Address)

Reinbeck, IA 50669

Travelers Casualty and Surety Company of America
Surety

By _____
Attorney-in-Fact Cindy Bennett

ATTEST:

Witness as to Surety
2727 Grand Prairie Parkway
Waukee, IA 50263
(Address)

Holmes, Murphy and Associates, LLC
(Address)
2727 Grand Prairie Parkway
Waukee, IA 50263

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

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

TRAVELERS

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

POWER OF ATTORNEY

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

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

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

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

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

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

_____
Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this day of ,2022 .

_____
Kevin E. Hughes, Assistant Secretary

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

PETECON-02 UHRAM1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/14/2022

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

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

PRODUCER	CONTACT NAME: Amy Uhrmacher	
LSB Financial Services 302 Main St Cedar Falls, IA 50613	PHONE (A/C, No, Ext): (319) 874-4242	FAX (A/C, No):
	E-MAIL ADDRESS: amy.uhrmacher@mylsb.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : National Fire & Marine	20079
INSURER C : XL Specialty Insurance Company	37885
INSURER D : Zurich American Ins Co	16535
INSURER E :	
INSURER F :	

INSURED

Peterson Contractors, Inc.
PO Box A/104 Blackhawk St
Reinbeck, IA 50669

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Blnkt Contractual X XCU Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X		CGD745990202	7/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CAS7459903	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			42-XSF-100514-06	7/1/2022	7/1/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CWD7459901	7/1/2022	7/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Equipment Floater			CPP9267064-10	7/1/2022	7/1/2023	Leased/Rented Equipm	5,000,000
D	Equipment Floater			CPP9267064-10	7/1/2022	7/1/2023	Cargo	2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: J9877 MLK Wetland Mitigation PH 1, Waterloo, IA
City of Waterloo is additional insured per written contract requirements.

CERTIFICATE HOLDER

City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kevin Boyle

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CITY OF WATERLOO

Council Communication

Resolution approving award of bid to K & W Electric, Inc., of Cedar Falls, Iowa in the amount of $749,772.30, and approving the contract, bonds, and certificate of insurance in conjunction with the FY 2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054, and authorizing the Mayor and City Clerk to execute said documents.

City Council Meeting: 8/1/2022
Prepared: 7/20/2022

ATTACHMENTS:

	Description	Type
	Cont 1054_bid tab	Backup Material
	Contract - K&W Electric	Backup Material

SUBJECT:	Resolution approving award of bid to K & W Electric, Inc., of Cedar Falls, Iowa in the amount of $749,772.30, and approving the contract, bonds, and certificate of insurance in conjunction with the FY 2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054, and authorizing the Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Oumie Ceesay, Associate Engineer
Implementation, Accountability, and Communication:	

River Lights: 4th Street Bridge & Dam Lighting Project

City of Waterloo, Iowa F.Y. 2022 Contract No. 1054

Bid Tabulation

07/14/22

Item No.	Description	Unit	Plan Quantity	Engineer's Est. Unit Price	Engineer's Est. Total Price	K&W Electric Bid Unit Price	K&W Electric Bid Total Price	Variation from Engineer's Est.	Difference in Total Bid Price
1	On-site Topsoil	CY	31.0	$ 15.00	$ 465.00	$ 32.00	$ 992.00	-113.3%	$ 527.00
2	Class 10, Excavation	CY	9.0	$ 20.00	$ 180.00	$ 60.00	$ 540.00	-200.0%	$ 360.00
3	Curb & Gutter, 2.5' wide, 6"	LF	40.0	$ 60.00	$ 2,400.00	$ 52.50	$ 2,100.00	12.5%	$ (300.00)
4	PCC Sidewalk, Reinforced, Standard 6"	SY	29.0	$ 70.00	$ 2,030.00	$ 85.00	$ 2,465.00	-21.4%	$ 435.00
5	PCC Sidewalk, Reinforced, Dark Gray, 6"	SY	44.4	$ 160.00	$ 7,104.00	$ 190.00	$ 8,436.00	-18.8%	$ 1,332.00
6	PCC Sidewalk, Reinforced, Tan, 6"	SY	183.2	$ 160.00	$ 29,312.00	$ 190.00	$ 34,808.00	-18.8%	$ 5,496.00
7	Detectable Warnings, Cast Iron, Red colored	SF	16.0	$ 52.00	$ 832.00	$ 65.00	$ 1,040.00	-25.0%	$ 208.00
8	Removal of Sidewalk, Shared Use Path, or Driveway	SY	212.6	$ 10.00	$ 2,126.00	$ 38.00	$ 8,078.80	-280.0%	$ 5,952.80
9	Removal of Curb & Gutter	LF	40.0	$ 8.00	$ 320.00	$ 11.00	$ 440.00	-37.5%	$ 120.00
10	Removal of Trees - Clear & Grub	EA	1.0	$ 300.00	$ 300.00	$ 2,200.00	$ 2,200.00	-633.3%	$ 1,900.00
11	Traffic Control	LS	1.0	$ 4,000.00	$ 4,000.00	$ 11,500.00	$ 11,500.00	-187.5%	$ 7,500.00
12	Wattles Installation, 12"	LF	162.0	$ 4.00	$ 648.00	$ 4.00	$ 648.00	0.0%	$ -
13	Wattles Removal	LF	162.0	$ 1.00	$ 162.00	$ 2.25	$ 364.50	-125.0%	$ 202.50
14	Inlet Protection Device, Installation	EA	1.0	$ 90.00	$ 90.00	$ 320.00	$ 320.00	-255.6%	$ 230.00
15	Inlet Protection Device, Maintenance	EA	1.0	$ 15.00	$ 15.00	$ 160.00	$ 160.00	-966.7%	$ 145.00
16	Sod	SF	1284	$ 1.00	$ 1,284.00	$ 2.50	$ 3,210.00	-150.0%	$ 1,926.00
16A	Watering	MGAL	25	$ 160.00	$ 4,000.00	$ 320.00	$ 8,000.00	-100.0%	$ 4,000.00
17	Combined Retaining Wall & Sidewalk	CY	4.7	$ 850.00	$ 3,995.00	$ 1,550.00	$ 7,285.00	-82.4%	$ 3,290.00
17A	Pedestrian Railing	LF	28	$ 90.00	$ 2,520.00	$ 225.00	$ 6,300.00	-150.0%	$ 3,780.00
18	Litter Receptacles (Installation Only)	EA	1	$ 250.00	$ 250.00	$ 300.00	$ 300.00	-20.0%	$ 50.00
19	Benches (Installation Only)	EA	2	$ 500.00	$ 1,000.00	$ 500.00	$ 1,000.00	0.0%	$ -
20	Concrete Drilled Shaft	EA	6	$ 23,600.00	$ 141,600.00	$ 28,850.00	$ 173,100.00	-22.2%	$ 31,500.00
21	Mobilization	LS	1	$ 20,000.00	$ 20,000.00	$ 75,000.00	$ 75,000.00	-275.0%	$ 55,000.00
22	Removal of Type A Sign	EA	5	$ 50.00	$ 250.00	$ 75.00	$ 375.00	-50.0%	$ 125.00
23	Install Type A Sign	EA	5	$ 25.00	$ 125.00	$ 200.00	$ 1,000.00	-700.0%	$ 875.00
24	Manhole Adjustment, Minor	EA	1	$ 1,000.00	$ 1,000.00	$ 525.00	$ 525.00	47.5%	$ (475.00)
25	Fiber Glass Handholes	EA	4	$ 5,000.00	$ 20,000.00	$ 2,750.00	$ 11,000.00	45.0%	$ (9,000.00)
26	100A MCB 208V 3Ø, 4W Load Center	EA	1	$ 2,000.00	$ 2,000.00	$ 1,750.00	$ 1,750.00	12.5%	$ (250.00)
27	15A-1P Breakers	EA	15	$ 75.00	$ 1,125.00	$ 50.00	$ 750.00	33.3%	$ (375.00)
28	20A-1P Breaker	EA	1	$ 75.00	$ 75.00	$ 50.00	$ 50.00	33.3%	$ (25.00)
29	25A-1P Breaker	EA	2	$ 75.00	$ 150.00	$ 50.00	$ 100.00	33.3%	$ (50.00)
30	30A-1P Breaker	EA	2	$ 75.00	$ 150.00	$ 50.00	$ 100.00	33.3%	$ (50.00)
31	CBX-ST Boxes (Installation Only)	EA	12	$ 150.00	$ 1,800.00	$ 125.00	$ 1,500.00	16.7%	$ (300.00)
32	CBX-DS Boxes (Installation Only)	EA	9	$ 150.00	$ 1,350.00	$ 125.00	$ 1,125.00	16.7%	$ (225.00)
33	CBX 100 Boxes (Installation Only)	EA	2	$ 150.00	$ 300.00	$ 125.00	$ 250.00	16.7%	$ (50.00)
34	Main Controller (Installation Only)	EA	1	$ 150.00	$ 150.00	$ 1,500.00	$ 1,500.00	-900.0%	$ 1,350.00
35	Wireless Transceiver (Installation Only)	EA	9	$ 100.00	$ 900.00	$ 1,000.00	$ 9,000.00	-900.0%	$ 8,100.00
36	POE Injector (Installation Only)	EA	6	$ 100.00	$ 600.00	$ 350.00	$ 2,100.00	-250.0%	$ 1,500.00
37	Type LBL fixtures (Installation Only)	EA	98	$ 75.00	$ 7,350.00	$ 250.00	$ 24,500.00	-233.3%	$ 17,150.00
38	RGB Points of Light (Installation Only)	EA	10	$ 75.00	$ 750.00	$ 500.00	$ 5,000.00	-566.7%	$ 4,250.00
39	Gotham ICO Downlights (Installation Only)	EA	24	$ 50.00	$ 1,200.00	$ 400.00	$ 9,600.00	-700.0%	$ 8,400.00
40	Type LBX Fixtures (Installation Only)	EA	37	$ 75.00	$ 2,775.00	$ 250.00	$ 9,250.00	-233.3%	$ 6,475.00
41	Type LOG Fixtures (Installation Only)	EA	286	$ 100.00	$ 28,600.00	$ 200.00	$ 57,200.00	-100.0%	$ 28,600.00
42	Type LBS Fixtures (Installation Only)	EA	16	$ 75.00	$ 1,200.00	$ 250.00	$ 4,000.00	-233.3%	$ 2,800.00
43	Type LBM Fixtures (Installation Only)	EA	16	$ 75.00	$ 1,200.00	$ 250.00	$ 4,000.00	-233.3%	$ 2,800.00
44	Weather Rated Junction Boxes	EA	220	$ 200.00	$ 44,000.00	$ 400.00	$ 88,000.00	-100.0%	$ 44,000.00
45	Ethernet Cabling	LF	2,060	$ 16.00	$ 32,960.00	$ 6.00	$ 12,360.00	62.5%	$ (20,600.00)
46	Electrical Circuits	LF	4,380	$ 20.00	$ 87,600.00	$ 30.00	$ 131,400.00	-50.0%	$ 43,800.00
47	Fiber Run	LF	350	$ 18.00	$ 6,300.00	$ 23.00	$ 8,050.00	-27.8%	$ 1,750.00
48	Tower Structure Installation	LS	1	$ 25,000.00	$ 25,000.00	$ 8,000.00	$ 8,000.00	68.0%	$ (17,000.00)
49	Cascade Structure Installation	LS	1	$ 70,450.00	$ 70,450.00	$ 9,000.00	$ 9,000.00	87.2%	$ (61,450.00)
			Total Engineer Estimate		$ 563,993.00	Bid Total	$ 749,772.30	Total Difference	$ 185,779.30

5900

FORM OF CONTRACT

FOR THE CONSTRUCTION OF

FY 2022 4TH STREET BRIDGE AND DAM LIGHTING PROJECT

CITY OF WATERLOO, IOWA

CONTRACT NO. 1054

This contract made and entered into this _____ day of _____, 20__, by and between the City of Waterloo, Iowa, a Municipal Corporation, (hereinafter referred to as City), and K & W ELECTRIC, INC., of Cedar Falls, Iowa, (hereinafter referred to as Contractor), WITNESSETH:

PAR. 1 Contractor agrees to build and construct the FY 2022 4TH STREET BRIDGE AND DAM LIGHTING PROJECT, Contract No. 1054 and furnish all necessary tools, equipment, materials, and labor necessary to do all the work called for in the plans and specifications in a workmanshiplike manner and for the prices set forth in Contractor's proposal, which was accepted by the City, and which is understood and agreed to be a part of this contract.

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

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

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

PAR. 5 The Contractor agrees to commence said work within ten (10) working days after receipt of "Notice to Proceed". The project shall be substantially completed on or before December 1, 2022, with final completion on or before December 15, 2022.

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

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

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

PAR. 9 The City shall have the right to appoint one or more construction reviewers who shall review the progress of the work in detail; also, to make any test or any material to be used in such work. No material shall be used in any work until the same has first been approved by the construction reviewer. Such construction reviewer shall have full authority to pass judgment upon all materials and upon the manner of doing the work, and their judgment on rejecting any materials, substance, or manner of work shall be final unless it is revoked or modified by the City Engineer.

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

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

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

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

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

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

PAR. 16 The total amount of the contract, based on the Engineer's estimates of quantities and the Contractor's unit bid prices, and for which 100% surety bond is required is **$749,772.30**.

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

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

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

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

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

CITY OF WATERLOO, IOWA

_____
Mayor

_____
City Clerk

K+W Electric Inc
Contractor

BY: _____

Title: President

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

ATTEST: _____, City Clerk
Waterloo, Iowa

Bond Number: 208386F

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, K & W Electric, Inc. of Cedar Falls, Iowa (the "Principal"), and Westfield Insurance Company of Westfield Center, Ohio (the "Surety"), are held and firmly bound unto the City of Waterloo, Iowa (the "Obligee"), in the penal sum of Seven Hundred Forty Nine Thousand Seven Hundred Seventy Two & 30/100 Dollars ($749,772.30), lawful money of the United States, for the payment of said sum in connection with a contract (the "Contract") dated on or about _____ for the purpose of FY 2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054. The Contract is incorporated herein by reference as though fully set forth herein.

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

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

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

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

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

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

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

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

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

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

PRINCIPAL	SURETY
K & W Electric, Inc.	Westfield Insurance Company
Name	Name
By: _____	By: _____
Title: President	Title: Joseph I. Schmit, Attorney-in-Fact
	[attach Power of Attorney]

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

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

Bond Number: 208386F

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

K & W Electric, Inc.
(Name of Contractor)

1127 Lincoln St., Cedar Falls, Iowa 50613
(Address of Contractor)

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

Westfield Insurance Company
(Name of Surety)

P.O. Box 5001, Westfield Center, OH 44251
(Address of Surety)

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

(Address of Owner)

hereinafter called OWNER, in the penal sum of Seven Hundred Forty Nine Thousand Seven Hundred Seventy Two & 30/100 Dollars,($ 749,772.30) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20___, a copy of which is hereto attached and made a part hereof for the construction of:

FY 2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054

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

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

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge

the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS HEREOF, this instrument is executed in Three (3) counterparts, each one of which, shall
(number)
be deemed an original, this the _____ day of _____ 20___.

ATTEST:

K & W Electric, Inc.

_____
(Principal)

_____
(Principal) Secretary

(SEAL)

JOANNA M. BROWN
Commission Number 766871
My Commission Expires
February 28, 2023

By: _____(s)

1127 Lincoln St.
(Address)

Cedar Falls, Iowa 50613

_____
Witness as to Principal

1127 Lincoln St.
(Address)

Cedar Falls, Iowa 50613

Westfield Insurance Company
Surety

ATTEST:

By: _____
Joseph I. Schmit, Attorney-In-Fact

_____
Witness as to Surety

4200 University Ave., Ste. 200
(Address)

West Des Moines, Iowa 50266

4200 University Ave., Ste. 200
(Address)

West Des Moines, Iowa 50266

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

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

project is located.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/20/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. **1429172 00**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JOSEPH I. SCHMIT, JEFFREY R. BAKER, GREG T. LAMAIR, E. A. VONHARZ, BRANDON HORBACH, JOINTLY OR SEVERALLY

of **WEST DES MOINES** and State of **IA** its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **20th** day of **JUNE** A.D., **2022** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **20th** day of **JUNE** A.D., **2022** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of A.D.,

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (03-22)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/22/2022

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

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

PRODUCER AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945	CONTACT NAME: Brenda Trogdon PHONE (A/C, No, Ext): 515-237-0169 FAX (A/C, No): 515-237-0169 E-MAIL ADDRESS: Brenda.Trogdon@AssuredPartners.com
INSURED K&WELEC-02 K&W Electric, Inc. 1127 Lincoln St Cedar Falls IA 50613	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Accident Fund Ins Co of America 10166 INSURER B : Middlesex Insurance Company 23434 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1139692367 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y		A0174644	7/15/2022	7/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			A0174644	7/15/2022	7/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			A0174644	7/15/2022	7/15/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV6191979	7/15/2022	7/15/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
B	Professional Liability			A0174644	7/15/2022	7/15/2023	Per Occurance General Agregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: FY 2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054

Certificate Holder is an Additional Insured - Any Person or Organization you are Performing Work For; Lessor of Leased Equipment; Lessor of Leased Land; Managers or Lessors of Premises; Owners, Lessees or Contractors; State or Political Subdivisions; when required in a written contract, agreement or permit on a primary and non-contributory basis with respects to the General Liability policy per form CG7021 (06/18)

CERTIFICATE HOLDER

City of Waterloo
Engineering Department
715 Mullberry Street
Waterloo IA 50703

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY OF WATERLOO

Council Communication

Resolution approving Acceptance of Improvements of the Audubon Hills Second Addition, performed by Owen Contracting, Inc., of Cedar Falls, Iowa and Jesup Land Improvement Co., of Jesup, Iowa, and receive and file a two-year maintenance bond.

City Council Meeting: 8/1/2022
Prepared: 7/20/2022

ATTACHMENTS:

	Description	Type
	Audubon Hills Second Add_maint bonds	Backup Material

SUBJECT:	Resolution approving Acceptance of Improvements of the Audubon Hills Second Addition, performed by Owen Contracting, Inc., of Cedar Falls, Iowa and Jesup Land Improvement Co., 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 required as a condition precedent to the approval of Audubon Hills Second Addition, Waterloo, Iowa, namely paving, sanitary sewer, and storm sewer, have been completed in substantial conformance with the construction plans, standards, and requirements of this office.

TOWNSEND
ENGINEERING

Jamie Knutson, P.E., City Engineer
City of Waterloo - City Hall
715 Mulberry St.
Waterloo, Iowa 50703

Re: XL Colt Farms - Audubon Hills Second Addition
Waterloo, Iowa

Mr. Knutson,

Townsend Engineering is requesting the City of Waterloo's approval and acceptance of the public improvements that have been constructed in association with Audubon Hills Second Addition. The improvements have been completed in accordance with the plans and specifications prepared for the subdivision. Supporting documents requested for the subdivision have been submitted to Mr. Dennis Gentz for review.

"As-built" drawings of this project have been provided by Townsend Engineering.

Please contact our office if you have any questions or require additional information regarding this project.

Sincerely,

Chris Townsend, P.E.
Townsend Engineering
2224 E. 12th Street
Davenport, Iowa 52803
(563)386-4236

UNITED FIRE & CASUALTY COMPANY

118 Second Avenue SE, P.O. Box 73909 CEDAR RAPIDS, IOWA 52407-3909

MAINTENANCE BOND Bond Number 54-242722

KNOW ALL BY THESE PRESENTS: That we Owen Contracting, Inc.

of Cedar Falls, Iowa

as Principal , and **UNITED FIRE & CASUALTY COMPANY**, an Iowa corporation of Cedar Rapids, Iowa, and authorized to do business in the State of Iowa as Surety, are held and firmly bound unto City of Waterloo

in the penal sum One Hundred Fifty Six Thousand Nine Hundred Nine & No/100

of ($156,909.00) 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, and administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a certain contract, dated _____, to furnish all the material and labor necessary for the construction of

Audubon Hills Second Addition

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the said 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 Two (2) years from the date of acceptance of the work under said contract and

WHEREAS, the said UNITED FIRE & CASUALTY COMPANY, of Cedar Rapids, Iowa, for a valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said City of Waterloo as aforesaid;

NOW, THEREFORE, the Condition of This Obligation is Such, that if the said Principal does and shall, at his/her 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. SIGNED, AND DELIVERED this 29th day of June A.D., 20 22

Owen Contracting, Inc.

Principal

By Joe Owen

Joe Owen, President

UNITED FIRE & CASUALTY COMPANY

By Juliana Bartlett

Juliana Bartlett, Attorney-in-Fact

CONT0006 0101

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

GREG T. LA MAIR, JEFFREY R. BAKER, JOSEPH I. SCHMIT, E. A. VON HARZ, BRANDON HORBACH, COURTNEY MEYER, JULIANA BARTLETT, DANIEL M. MOLYNEAUX, LAURA J. ADAMS, LORI S. BURROUGHS, PAMELA K. MATTISON, KAREN S. HARTSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 10th day of March, 2014

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Dennis J. Richmann
Vice President

State of Iowa, County of Linn, ss:

On 10th day of March, 2014, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 4/23/2024

Judith A Jones
Notary Public
My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 29th day of June, 2022.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BP●A0049 1217

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

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. IAC593209

That Jesup Land Improvement Co. of 2224 Blackhawk Buchanan, Jesup IA 50648 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 Four Hundred Eighty Four Thousand Six Dollars and Eighty Cents ($484,006.80) 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 29th day of June , 2022 .

WHEREAS, the Principal entered into a certain contract, dated the 31st day of July , 2020 , with the City of Waterloo 715 Mulberry, Waterloo Iowa 50703 ,

to furnish all the material and labor necessary for the construction of

Audubon Hills Second Addition - Water Main, Storm Sewer & 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 Co.
Principal
By _____

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 29th 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 29th 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 29th day of June , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

CITY OF WATERLOO

Council Communication

Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Failor-Hurley Construction of Waterloo, Iowa, in conjunction with the traffic Control Room Remodeling, Iowa DOT Project No. STP-U-8155(755)--70-07, in the amount of $55,331.00, and release of retainage in the amount of $2,766.55.

City Council Meeting: 8/1/2022
Prepared: 7/18/2022

SUBJECT:	Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Failor-Hurley Construction of Waterloo, Iowa, in conjunction with the traffic Control Room Remodeling, Iowa DOT Project No. STP-U-8155(755)--70-07, in the amount of $55,331.00, and release of retainage in the amount of $2,766.55.
Submitted by:	Submitted By: Mohammad Elahi, Traffic Engineer
Recommended Action:	Approve resolution
Summary Statement:	Room remodeling has been satisfactorily completed.

CITY OF WATERLOO

Council Communication

Resolution approving Completion of Project and Recommendation of Acceptance of Work, for work performed by Brock Even Construction, LLC, of Jesup, Iowa, in the amount of $309,481.43, in conjunction with the FY 2022 Sidewalk Repair Assessment Program - Zone 1, Contract No. 1055, and receive and file a two-year maintenance bond.

City Council Meeting: 8/1/2022
Prepared: 7/20/2022

SUBJECT:	Resolution approving Completion of Project and Recommendation of Acceptance of Work, for work performed by Brock Even Construction, LLC, of Jesup, Iowa, in the amount of $309,481.43, in conjunction with the FY 2022 Sidewalk Repair Assessment Program - Zone 1, Contract No. 1055, and receive and file a two-year maintenance bond.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
	Brock Even Construction, LLC has completed the above referenced project in accordance with the plans and specifications.
Summary Statement:	Transmitted also to the Clerk's Office is the Maintenance Bond that guarantees to remedy any defects in workmanship or materials that may develop in said work within a period of two (2) years from the date of the acceptance of the work under said contract.
Implementation, Accountability, and Communication:	Property Owner Assessments

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as August 15, 2022, to approve a request by the City of Waterloo for a Site Plan Amendment to the "M-2,P" Planned Industrial District, to allow for the construction of parking lot canopies located at 2790 Livingston Lane, and instruct the City Clerk to publish notice.

City Council Meeting: 8/1/2022
Prepared: 7/19/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT:	Resolution setting date of public hearing as August 15, 2022, to approve a request by the City of Waterloo for a Site Plan Amendment to the "M-2,P" Planned Industrial District, to allow for the construction of parking lot canopies located at 2790 Livingston Lane, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	The applicant is requesting a Site Plan Amendment to allow for the construction of multiple canopies in the general parking lot of the Waterloo Regional Airport. The canopies will cover the two ticket machines/entrance gates, the existing exit station, and over a portion of the existing parking spaces. The canopies over the parking spaces will cover the 3 rows of parking closest to the existing airport terminal. There is a Sanitary Sewer line that is located adjacent to the exit station of the parking lot where they are proposing a canopy and will need to work with engineering on the location of any foundations and supports for the canopy there. It was also noted during Tech Review that there may be a water line that was used before public lines were installed although Waterworks is not sure if it is still there since it was a private line but can help the contractor check to see if it still there. Also the canopy over the secondary entrance that is part of Phase II is over what is considered a public road but is not typical right-of-way so it will need to be reviewed if an encroachment agreement will be needed when it is constructed. The applicant does not intend to remove any parking with the construction of canopies. At their July 12, 2022 meeting, the Planning, Programming, and Zoning Commission unanimously voted to recommend approval of the Site Plan Amendment.

Neighborhood Impact:	The request would not appear to have a negative impact on the neighborhood. There was no notice sent out since all properties within 250 feet are owned by the City of Waterloo.
Data/Analysis and Strategies:	Economic Development, Zoning and Land Use.
Community Engagement Methods:	The Planning, Programming, and Zoning Commission held a public meeting on July 12, 2022 and unanimously recommended approval the request. No notice letters were sent out since all properties within 250-feet are owned by the City of Waterloo.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	That part of Section 4 and Section 5 in T89N, R13W, in the City of Waterloo, Iowa, described as follows: Beginning at the intersection of the centerline of Betsworth Drive as platted and the centerline of Livingston Lane as presently established; thence Northwesterly, Southwesterly, and Southeasterly along the centerline of Livingston Lane to its intersection with the centerline of Betsworth Drive; thence Northeasterly along the centerline of Betsworth Drive to the Point of Beginning.

REQUEST:	Request by the City of Waterloo for a Site Plan Amendment to the “M-2, P” Planned Industrial District to allow for the construction of parking lot canopies located at 2790 Livingston Lane.
APPLICANT(S):	City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703
GENERAL DESCRIPTION:	The applicant is requesting a Site Plan Amendment in order to construct canopies at the Waterloo Regional Airport general parking lot.
SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The request to construct canopies would not appear to have a negative impact on the surrounding area as it would appear to be compatible with other development in the area.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed Site Plan Amendment would not appear to have a negative impact on vehicular or pedestrian traffic conditions in the area. The site is served by Betsworth Drive, which is a local road, and Airport Boulevard, which is a collector.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	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 March 13, 1995, when the land was rezoned from “A-1” Agricultural District to allow for industrial and commercial development on the site. Surrounding land uses and their zoning designations are as follows: **North** – Airport terminal building, zoned “M-2, P” Planned Industrial District. **South** – Vacant Land, zoned “M-2, P” Planned Industrial District. **East** – FAA tower and other airport-related uses, zoned “M-2, P” Planned Industrial District. **West** – Airport hangers, zoned “M-2, P” Planned Industrial District.
BUFFERS/ SCREENING/ LANDSCAPING REQUIRED:	No buffers are needed regarding this request.
DRAINAGE:	The proposed request would not appear to hurt drainage in the area.
DEVELOPMENT HISTORY:	The surrounding area is made up of aviation-related development.
FLOODPLAIN:	None of the property is located in the 100-year flood plain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0167F, dated July 18, 2011.

PUBLIC /OPEN SPACES/ SCHOOLS:	There are no schools in the area. George Wyth State Park is located 0.5 miles south of the site.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	There is a 10” storm sewer in Betsworth Drive and an 18” Storm sewer in Airport Boulevard. There is an 8” Sanitary Sewer line that goes to the airport terminal from Betsworth Drive adjacent to the exit station and then to the east of the other proposed canopies.
RELATIONSHIP TO COMPREHENSIVE LAND-USE PLAN:	The Future Land Use Map designates this area as Parks, open spaces, Hospital facilities, Government Facilities, Public Areas, and Government Facilities. Land to the south is designated as *Industrial.*
STAFF ANALYSIS – ZONING ORDINANCE:	The applicant is requesting a Site Plan Amendment to allow for the construction of multiple canopies in the general parking lot of the Waterloo Regional Airport. The canopies will cover the two ticket machines/entrance gates, the existing exit station, and over a portion of the existing parking spaces. The canopies over the parking spaces will cover the 3 rows of parking closest to the existing airport terminal. There is a Sanitary Sewer line that is located adjacent to the exit station of the parking lot where they are proposing a canopy and will need to work with engineering on the location of any foundations and supports for the canopy there. It was also noted during Tech Review that there may be a water line that was used before public lines were installed although Waterworks is not sure if it is still there since it was a private line but can help the contractor check to see if it still there. Also the canopy over the secondary entrance that is part of Phase II is over what is considered a public road but is not typical right-of-way so it will need to be reviewed if an encroachment agreement will be needed when it is constructed. The applicant does not intend to remove any parking with the construction of canopies. At their July 12, 2022 meeting, the Planning, Programming, and Zoning Commission voted to recommend approval of the Site Plan Amendment 8-0.



Picture 1: Parking Entrance across from terminal.



Picture 2: Closer look at entrance gate.



Picture 3: Existing parking areas.



Picture 4:Looking toward the main terminal.



Picture 5: Exit Station



Picture 6: Area where Sanitary Sewer is located.

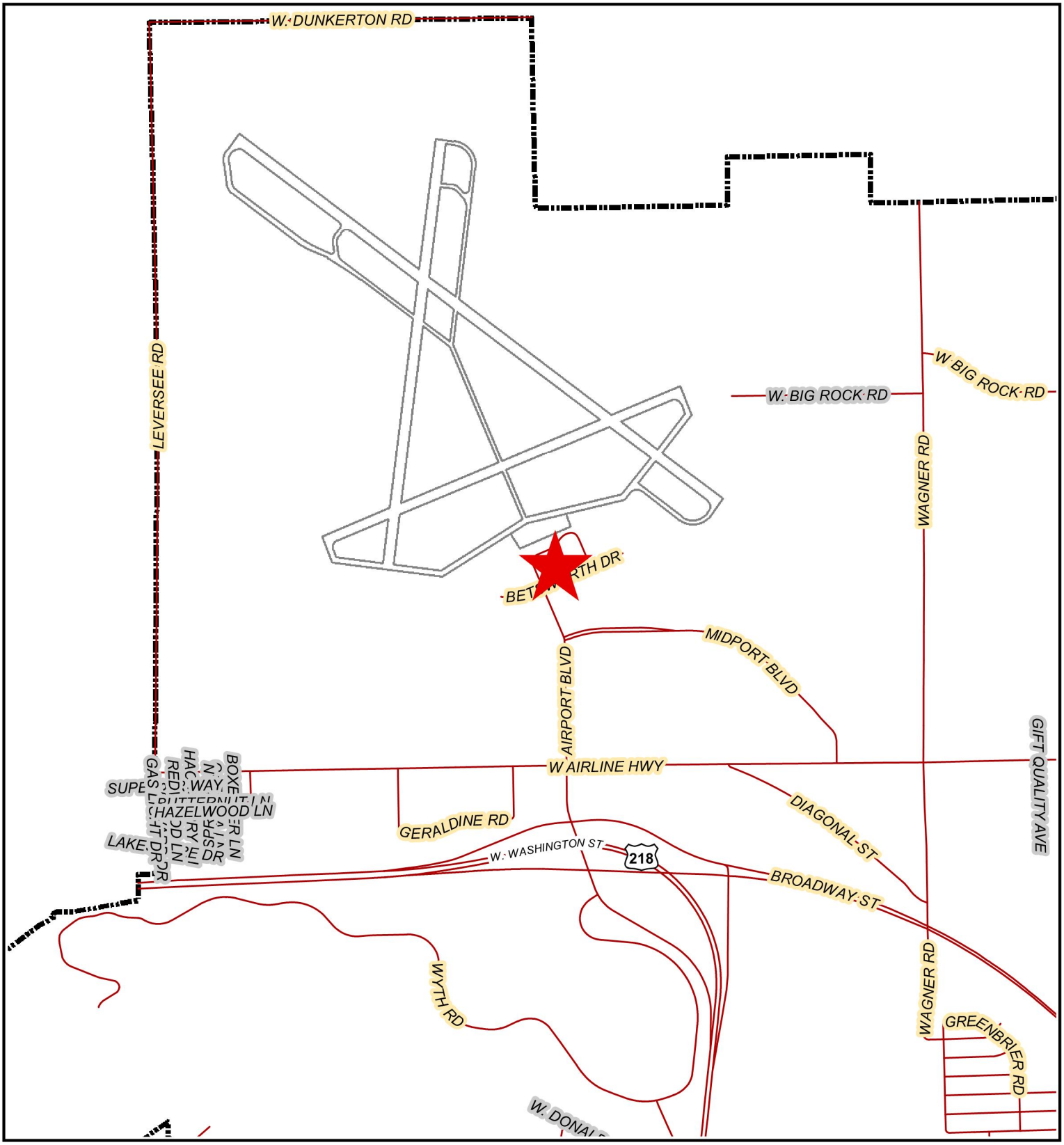


Picture 7: Secondary Entrance Station

STAFF ANALYSIS – SUBDIVISION ORDINANCE:	There will be no platting involved in this request.
TECHNICAL REVIEW COMMITTEE	*Discussion on the sewer line that adjoins the exit station where they plan to put the support structure for the canopy.* *There may be a 4" water main that goes under both the entrance and exit stations but it may be abandoned as it is not a public line.* *Schroeder noted that normally an encroachment agreement may be needed for the second entrance in phase 2 which will be over city owned right-of-way.*
STAFF RECOMMENDATION:	Therefore, staff recommends that the request for a Site Plan Amendment in the "M-2, P" Planned Manufacturing District to allow for the construction of airport parking canopies located at 2790 Livingston Lane be approved for the following reasons: 1. The request is in conformance with the Comprehensive Plan and Future Land Use Map for this area. 2. The request would not appear to have a negative impact on traffic conditions in the area. And with the following conditions(s):

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

City of Waterloo Planning, Programming and Zoning Commission
July 12, 2022



2790 Livingston Lane
Site Plan Amendment
City of Waterloo



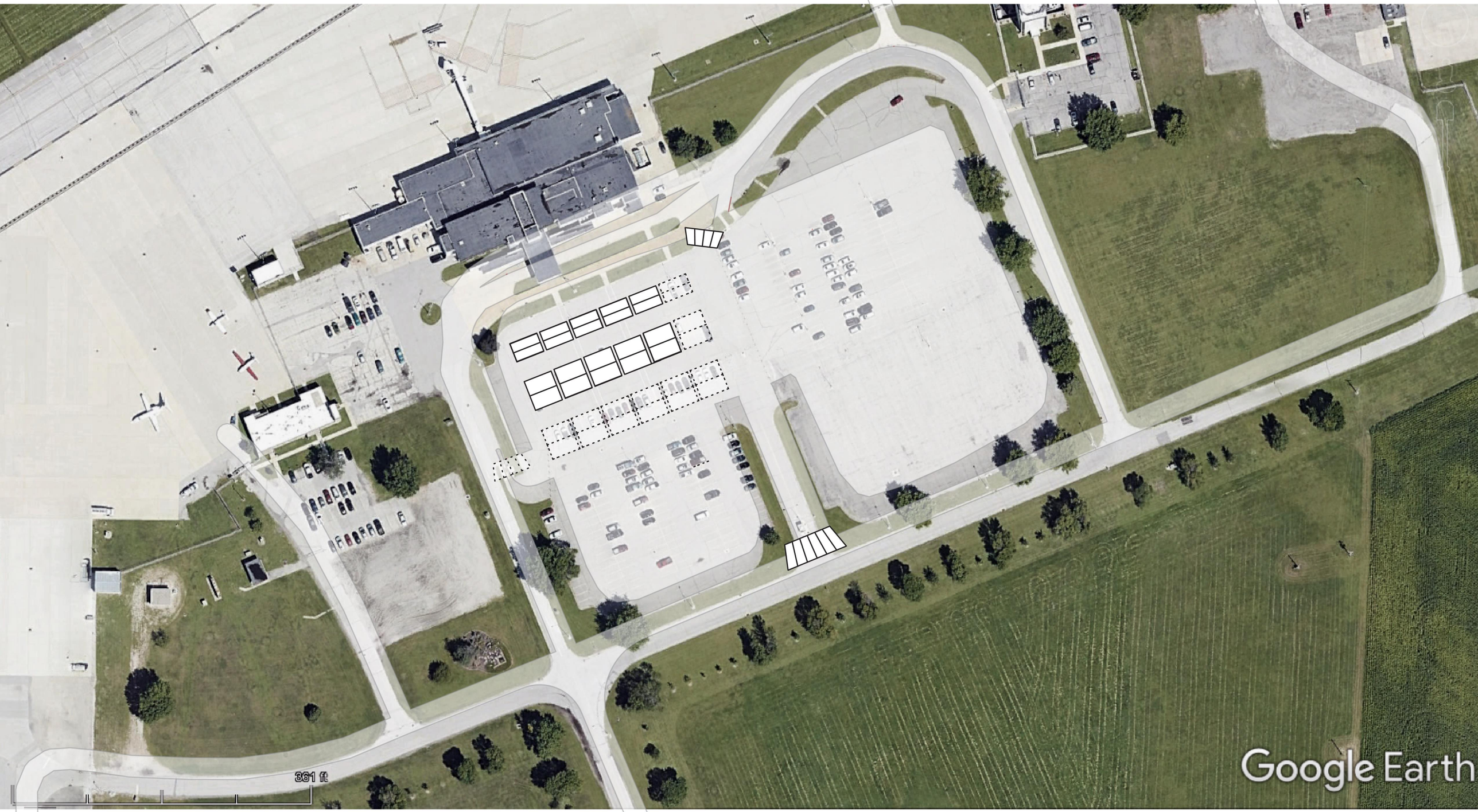
2790 Livingston Lane
Site Plan Amendment
City of Waterloo


ALO
WATERLOO
REGIONAL AIRPORT
AECOM
Delivering a
better world


HALO
WATERLOO
REGIONAL AIRPORT
AECOM
Delivering a
better world


HALO
WATERLOO
REGIONAL AIRPORT
AECOM
Delivering a
better world

WATERLOO
REGIONAL AIRPORT



AECOM Delivering a better world

APPLICATION SITE PLAN AMENDMENT TO A "R-P", "M-P", "C-P", "B-P", "S-1" OR "C-Z" DISTRICT

CITY OF WATERLOO PLANNING, PROGRAMMING, AND ZONING COMMISSION, WATERLOO, IOWA

319.291.4366

New or Overall Amendment ◯
Individual Building ◯
Minor change ◯ (check one) (Minor Change must be approved by staff)

1. APPLICATION INFORMATION:

a. Applicant's name (please print): City of Waterloo
Address: 715 Mulberry Street Phone: 319-291-4366 Fax: _____
City: Waterloo State: IA Zip: 50703
Email: keith.kaspari@waterloo-ia.org

b. Status of applicant: (a) Owner ◉ (b) Other ◯ (SELECT 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 site plan to be amended: Waterloo Regional Airport, 2790 Livingston Lane

b. Legal description of property or portion to be amended: _____

c. Dimensions of proposed site plan amendment: _____
d. Area of proposed site plan amendment: Airport Passenger Terminal Parking Lot (North Half)
e. Current zoning: M-2, P
f. Reason(s) for site plan amendment and proposed use(s) of property: Construction of canopies for parking lots Phase 1
g. Conditions (if any) agreed to (does not affect existing conditions unless specified): _____

h. Other pertinent information (use reverse side if necessary): Including under canopy lighting w/ LED Fixtures

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 site plan amendment request).

The filing fee of **$200** (for new or overall amendment), $100 (for individual Building), or $0 (for minor change) (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 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.

_____ 4/31/2022
Signature of Applicant Date

_____ 4/31/2022
Signature of Owner Date

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as August 15, 2022 for the sale and conveyance of City owned property, in the amount of $1.00 with a minimum assessed value of $550,000.00, and option for additional property, located along Warp Drive and Leversee Road, for the construction of a new 10,800 square foot industrial building, including a Development and Minimum Assessment Agreement with Camenzind Masonry, LLC, and instruct the City Clerk to publish notice.

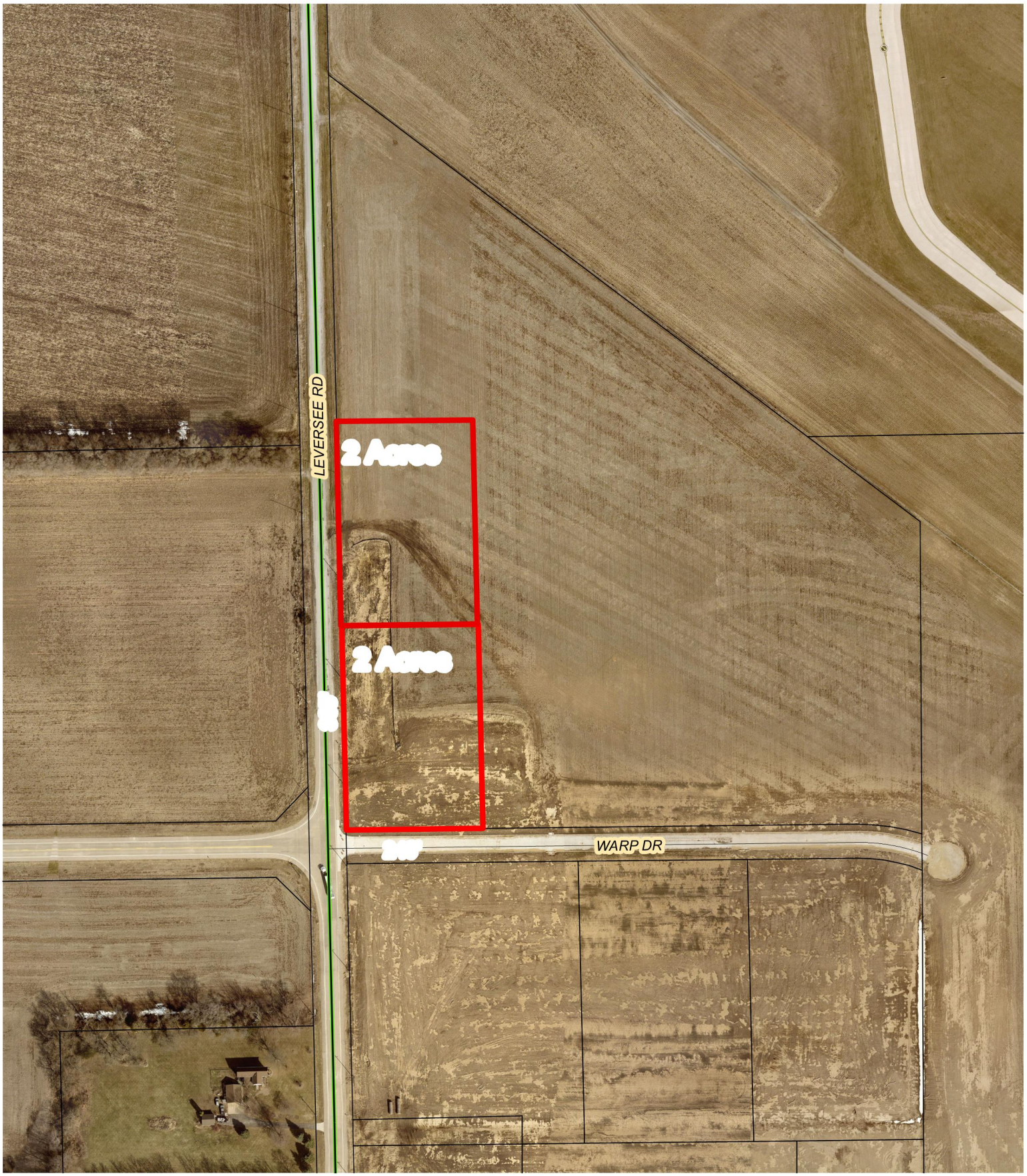
City Council Meeting: 8/1/2022
Prepared: 7/15/2022

ATTACHMENTS:

Description	Type
Map of Camenzind Lots	Backup Material
Camenzind Plans	Backup Material
Camenzind Business Condos A1	Backup Material
Camenzind Business Condos A2	Backup Material

SUBJECT:	Resolution setting date of public hearing as August 15, 2022 for the sale and conveyance of City owned property, in the amount of $1.00 with a minimum assessed value of $550,000.00, and option for additional property, located along Warp Drive and Leversee Road, for the construction of a new 10,800 square foot industrial building, including a Development and Minimum Assessment Agreement with Camenzind Masonry, LLC, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve resolution
Summary Statement:	The City has been working with Mike Camenzind for a location for his masonry business. The City entered into development agreement for two lots on Wager Road for his business and an additional industrial spec building. After further review the Wagner Road lots would not meet the needs of the developer and the Leversee Road lots will provide better access to the highway for his business. The developer plans to construct his office/shop for his business at the northeast corner of Leversee Road and Warp Drive. Included in the agreement is an option for an additional 2 acres north of his site for future industrial development. The area in question is approximately 21 acres in size but the City is working on subdividing the area into smaller lots to meet the needs of developers. Camenzind Masonry would be receiving two acres initially and have an option on an additional two acres for three years for future development.
Neighborhood Impact:	The site is zoned for industrial uses and is currently being farmed. There is no anticipated negative impact on the neighbors.

Data/Analysis and Strategies:	The City has been working on platting, building infrastructure and extending utilities to the new Waterloo Air and Rail Park. This development would be at the north end of over 300 acres the city has to develop in the area.
Implementation, Accountability, and Communication:	The project is located within the Waterloo Air and Rail park that is zoned M-2,P, Planned Industrial District. This zoning does require site plan approval by the Planning and Zoning Commission along with City Council.
Community Engagement Methods:	The Planning Commission and City Council are both public meetings, so notice to public will be included in those meeting setups.
Expenditure Required/Source of Funds:	None
Alternative:	Not approve
Legal Descriptions:	Legal Description: (to be platted) The South 365 feet of the West 240 feet of Tract "B" of Waterloo Air and Rail Park 1st Addition and Option Land Legal Description: (to be platted) The North 365 feet of the South 730 feet of the west 240 feet of Tract "B" of Waterloo Air and Rail Park 1st Addition



City of Waterloo, Iowa

CAMENZIND BUILDING
Wagner Road

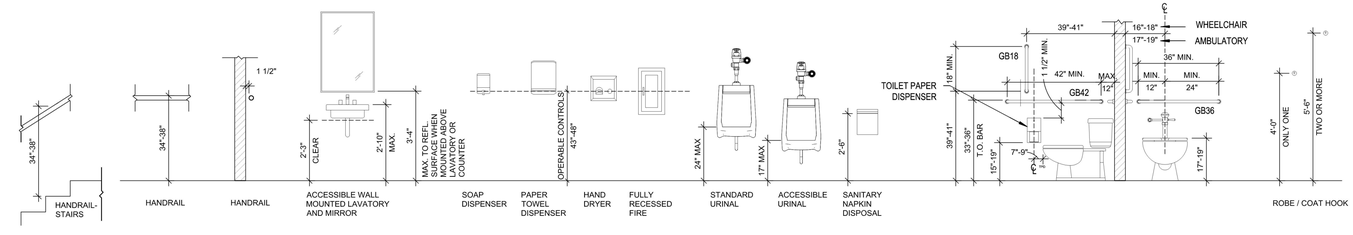
ABBREVIATIONS

AFF	ABOVE FINISH FLOOR
ACT	ACOUSTICAL CEILING TILE
ALT.	ALTERNATE
ALUM.	ALUMINUM
APC.	ACOUSTIC PANEL CEILING
APPROX.	APPROXIMATE
ARCH.	ARCHITECT (URAL)
BD.	BOARD
BLDG.	BUILDING
BLKG.	BLOCKING
BOT.	BOTTOM
B.O.	BOTTOM OF
BRG.	BEARING
BUR	BUILT UP ROOF
CG	CORNER GUARD
CJ	CONTROL JOINT
CL / C.L.	CENTERLINE
CLG.	CEILING
CMU	CONCRETE MASONRY UNIT
COL.	COLUMN
CONC.	CONCRETE
CONST.	CONSTRUCTION
CONT.	CONTINUOUS
CORR.	CORRIDOR
CPT.	CARPET
CT	CERAMIC TILE
D.	DEEP
DF	DRINKING FOUNTAIN
DIA.	DIAMETER
DIM.	DIMENSION
DN.	DOWN
DS	DOWNSPOUT
DTL.	DETAIL
DWG.	DRAWING
EA.	EACH
EJ	EXPANSION JOINT
EL.	ELEVATION
ELEC.	ELECTRICAL
ELEV.	ELEVATOR
EQ.	EQUAL
EQUIP.	EQUIPMENT
EWC	ELECTRIC WATER COOLER
EW	EACH WAY
EXH.	EXHAUST
EXIST.	EXISTING
EXP.	EXPOSED
EXT.	EXTERIOR
FD	FLOOR DRAIN
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FIN.	FINISH (ED)
FLR.	FLOOR
FND.	FOUNDATION
FR	FIRE RATED / FIRE RESISTANT
FTG.	FOOTING
GA.	GAUGE
GALV.	GALVANIZED
GC	GENERAL CONTRACTOR
GYP.	GYPSUM
GWB	GYPSUM WALL BOARD
HDW.	HARDWARE
HM	HOLLOW METAL
HORIZ.	HORIZONTAL
HVAC	HEATING, VENTILATING, AIR CONDITIONING
INT.	INTERIOR
JST.	JOIST
JT.	JOINT
KIT.	KITCHEN
LAV.	LAVATORY
LHR	LEFT HAND RETURN
LT.	LIGHT
MAX.	MAXIMUM
MECH.	MECHANICAL
MFR.	MANUFACTURER
MIN.	MINIMUM
MISC.	MISCELLANEOUS
MO	MASONRY OPENING
MTL.	METAL
MULL.	MULLION
NIC	NOT IN CONTRACT
NOM.	NOMINAL
NTS	NOT TO SCALE
OC	ON CENTER
OD	OVERFLOW DRAIN
OPG.	OPENING
PEMB	PRE-ENGINEERED METAL BUILDING
PLAM.	PLASTIC LAMINATE
PLAS.	PLASTER
PT.	PAINT
PTD	PAPER TOWEL DISPENSER
QT	QUARRY TILE
RA	RETURN AIR
R / RAD.	RADIUS
RB	RUBBER BASE
RD	ROOF DRAIN
REF.	REFERENCE, REFER TO
REFL.	REFLECTIVE
REFR.	REFRIGERATOR
REINF.	REINFORCE (D) (ING)
REQ.	REQUIRED
REV.	REVISION (S), REVISED
RHR	RIGHT HAND RETURN
RM.	ROOM
RO	ROUGH OPENING
R.O.W.	RIGHT OF WAY
RTU	ROOF TOP UNIT
RVT	REINFORCED VINYL TILE
SA	SUPPLY AIR
SAFB	SOUND ATTENUATING FIBERGLASS BATTS
SD	SOAP DISPENSER
SCHED.	SCHEDULE
SF	SQUARE FEET
SHT.	SHEET
SHTG.	SHEATHING
SIM.	SIMILAR
SPEC	SPECIFICATION
SS	STAINLESS STEEL
STD.	STANDARD
STL.	STEEL
STOR.	STORAGE
STRUCT.	STRUCTURAL
SUSP.	SUSPENDED
TERR.	TERRAZZO
THK.	THICK (NESS)
T.O.	TOP OF
T.O.B.	TOP OF BEAM
T.O.C.	TOP OF CONCRETE
T.O.F.	TOP OF FOOTING
T.O.W.	TOP OF WALL
TPD	TOILET PAPER DISPENSER
TV	TELEVISION
TYP.	TYPICAL
U.	URINAL
VAR.	VARIES
VIF	VERIFY IN FIELD
VB	VINYL BASE
VERT.	VERTICAL
WC	WATER CLOSET
WD	WOOD
WB	WEATHER BARRIER
WWF	WELDED WIRE FABRIC

CODE STUDY

LOCATION:	WATERLOO, IA 50703
BUILDING LEVELS:	ONE
APPLICABLE CODES:	BUILDING: 2015 INTERNATIONAL BUILDING CODE
	PLUMBING: 2021 UNIFORM PLUMBING CODE
	ELECTRICAL: 2020 NATIONAL ELECTRIC CODE
	MECHANICAL: 2021 INTERNATIONAL MECHANICAL CODE
	FIRE: 2015 INTERNATIONAL FIRE CODE
	ENERGY: 2012 INTERNATIONAL ENERGY CONSERVATION CODE
	ACCESSIBILITY: ICC A117.1-2009
OCCUPANCY GROUP	B-Business & F-1 Factory
CONSTRUCTION TYPE:	COMBUSTIBLE VB
FIRE RESISTIVE REQUIREMENTS:	EXTERIOR BEARING WALL.....(0 HOUR)
	ROOF CONSTRUCTION.....(0 HOUR)
	CEILING.....(0 HOUR)
FIRE SPRINKLERS:	SPRINKLER SYSTEM IS NOT REQUIRED
MAX TRAVEL DISTANCE:	<200' Business & <200' F-1 Factory
MAX COMMON TRAVEL DIST.:	<100' Business & <75' F-1 Factory

STANDARD MOUNTING HEIGHTS

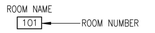


GRAPHIC SYMBOLS

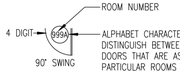
NEW / EXISTING WALL CONSTRUCTION



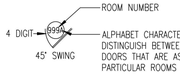
ROOM NAME AND NUMBER



NEW DOOR NUMBER



EXISTING DOOR NUMBER

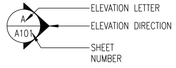


WINDOW TYPE

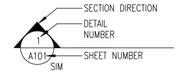
SPOT ELEVATION



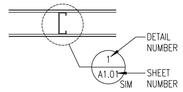
EXTERIOR & INTERIOR ELEVATION



BUILDING SECTION / WALL SECTION



DETAIL



REVISION MARKER



TOILET ACCESSORIES TAG



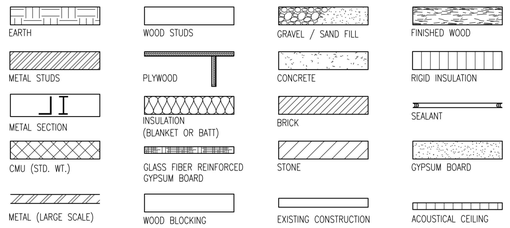
WALL TAG



ASSEMBLY TYPE TAG



MATERIAL INDICATIONS



MEP NOTES

1. HVAC, ELECTRICAL AND PLUMBING CONTRACTORS TO COORDINATE PROPOSED EQUIPMENT INSTALLATIONS W/ LOCAL INSPECTORS PRIOR TO CONSTRUCTION.
2. PLUMBING SHALL BE DESIGNED AND INSTALLED TO MEET THE 2015 UNIFORM PLUMBING CODE (UPC), IOWA STATE PLUMBING CODE AMENDMENTS, AND CITY OF WATERLOO CODE OF ORDINANCE.
3. PRIOR TO THE PLUMBING PERMIT BEING ISSUED, G.C. TO MEET WITH PLUMBING INSPECTOR TO DISCUSS PROJECT CLARITY AND TO IDENTIFY THE INTENDED WORK TO BE PERFORMED IS IN ACCORDANCE WITH THIS CODE.
4. TOILET ROOMS AND WATER HEATERS INSTALLED TO MEET UPC SECTION 418.3 LOCATION OF FLOOR DRAINS, WHICH STATES ALL FLOOR DRAINS SHALL BE INSTALLED IN THE FOLLOWING AREAS: (1) TOILET ROOMS CONTAINING TWO OR MORE WATER CLOSETS OR A COMBINATION OF ONE WATER CLOSET AND ONE URINAL,EXCEPT IN A DWELLING UNIT. (5) ROOMS EQUIPPED WITH A WATER HEATER.
5. PLUMBING FIXTURES SHALL MEET UPC SECTION 403.0 ACCESSIBLE PLUMBING FACILITIES AND VERIFY UPC SECTION 403.3 EXPOSED PIPES AND SURFACES SHALL BE MET.
6. PLEASE NOTE THE LIMITATION OF HOT WATER TEMPERATURE FOR PUBLIC LAVATORIES UPC SECTION 407.3.
7. COMPLIMENTARY WATER TO BE PROVIDED AT KITCHENETTE.

GENERAL NOTES

1. MATERIALS AND USES IN THE BUILDING WILL BE COMPATIBLE WITH ASSIGNED OCCUPANCIES AND CONSTRUCTION TYPE. INTERIOR FINISHES TO MEET IBC CHAPTER 8 REQUIREMENTS.TEMPERED/SAFETY GLAZING TO BE PROVIDED AS INDICATED ON PLANS AND TO MEET 2015 IBC 2406.
2. EMERGENCY LIGHTING WILL BE PROVIDED PER 2015 IBC 1008. FIRE EXTINGUISHERS WILL BE PROVIDED PER 2015 IBC 906. KNOX BOX IS TO BE PROVIDED AND LOCATION DETERMINED WITH LOCAL FIRE RESCUE.
3. ALL DIMENSIONAL LUMBER TO BE FIRE TREATED LUMBER.
4. ALL DIMENSIONAL LUMBER IN WET AREAS OR IN CONTACT WITH CONCRETE TO BE TREATED LUMBER.
5. DISCREPANCIES BETWEEN THESE DOCUMENTS AND THE ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING WITH WORK.
6. DIMENSIONS MARKED "CLEAR" SHALL BE MAINTAINED AND SHALL ALLOW FOR THICKNESS OF FINISHES INCLUDING CARPET, PAD, CERAMIC TILE, V.C.T., ETC
7. 'TYP.' MEANS THAT THE CONDITION IS REPRESENTATIVE FOR SIMILAR CONDITIONS THROUGHOUT, UNLESS OTHERWISE NOTED.
8. UNLESS OTHERWISE NOTED, DOOR TYPES, FINISHES & HARDWARE ARE BY OWNER. SEE DOOR SCHEDULE FOR SPECIFIC HARDWARE REQUIREMENTS.

Sheet Index

General
G1.0 COVER, SHEET INDEX & LOCATION MAP

Structural
S1.0 FOOTING AND FOUNDATION PLAN
S2.0 MEZZANINE AND ROOF FRAMING PLAN
S5.0 STRUCTURAL DETAILS

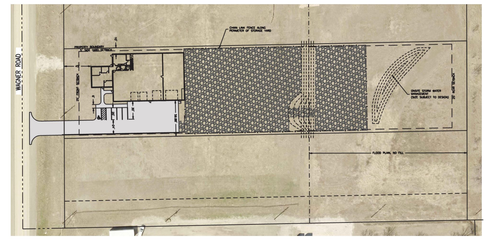
Architectural
A2.0 PROPOSED FLOOR PLANS
A3.0 EXTERIOR ELEVATIONS
A5.0 WALL SECTIONS
A7.0 TOILET ROOM PLANS & ELEVATIONS, CASEWORK, & STAIR SECTION
A8.0 OPENING SCHEDULE

General Contractor
Camenzind Masonry, LLC
517 RHEY STREET
WATERLOO, IA 50703
319.883.3111
CONTACT: MIKE CAMENZIND (mike@camenzindmasonry.com)

Architect
Levi Architecture
1009 TECHNOLOGY PARKWAY
P.O. BOX 1240
CEDAR FALLS, IA 50613
319.277.5636 319.277.5639 FAX
CONTACT: MIKE THOLE, AIA (miket@leviarch.com)

Structural Engineer
M2B Structural Engineers, LLP
422 2ND AVENUE SE
CEDAR RAPIDS, IA 52401
319.364.0666 319.364.1456 FAX
CONTACT: LYNN BOETTCHER, P.E. (lboettcher@m2bengineers.com)

Civil Engineer
Robinson Engineering
819 SECOND STREET NE
INDEPENDENCE, IA 50644
319.251.8383
CONTACT: ALEX BOWER (alex.bower@robinsoneng-ia.com)



LOCATION MAP
Scale: NTS

Architect's Stamp

DANIEL E. LEVI 5266 IOWA LICENSED ARCHITECT

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly Licensed Architect under the laws of the State of Iowa.

Daniel E. Levi
Printed or Typed Name

Signature

Discipline: Architect
Iowa License No: 5266
Pages or Sheets covered by this seal: G1.0, A2.0, A3.0, A5.0, A7.0, A8.0
Date of Issuance: Dec. 20, 2021

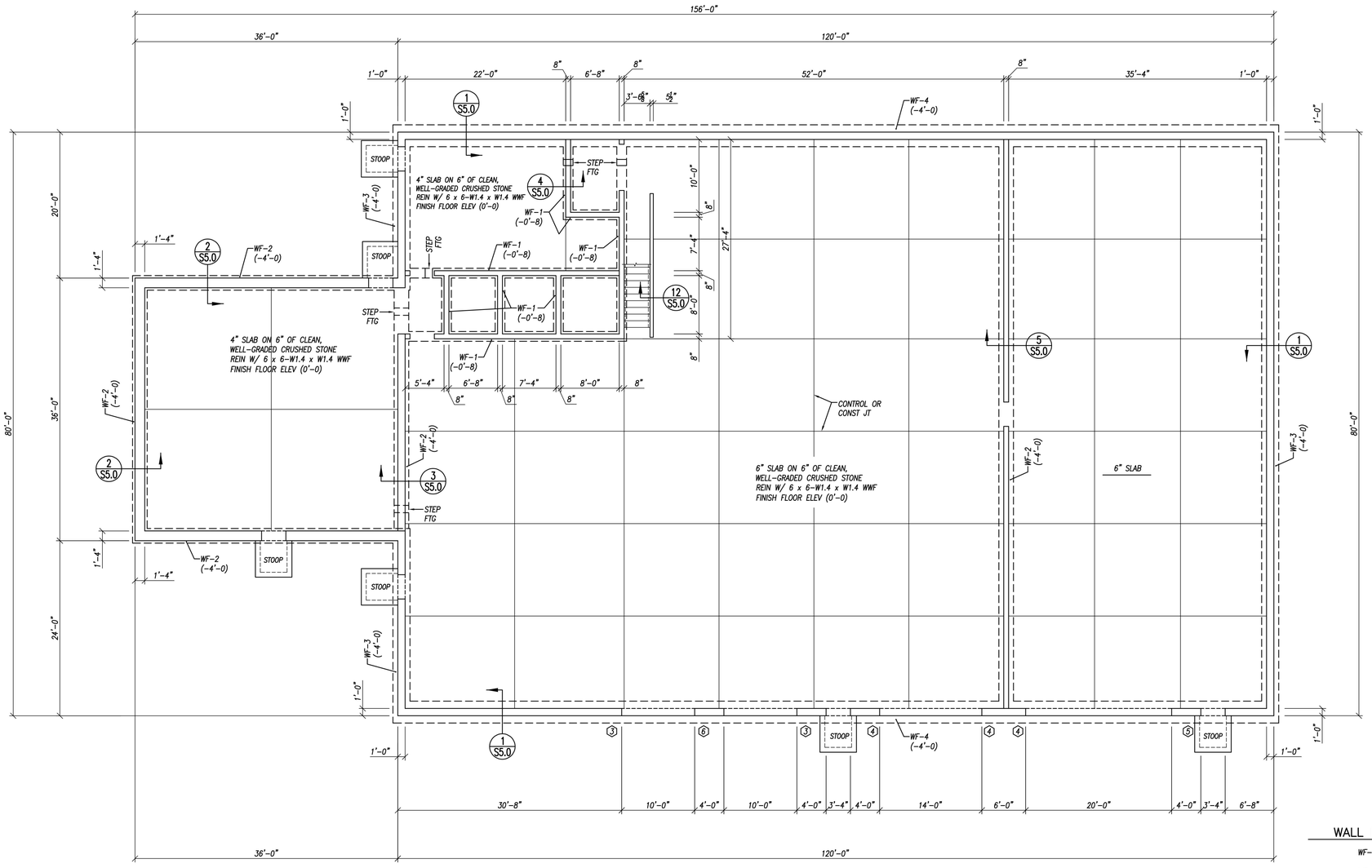
LEVI ARCHITECTURE
P.O. Box 1240 Cedar Falls, IA 50613
319.277.5636 319.277.5639 fax
www.leviarchitecture.com

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Camenzind Building
Wagner Road
Waterloo, Iowa
Cover, Sheet Index & Location Map

G1.0

Date:
Dec. 20, 2021

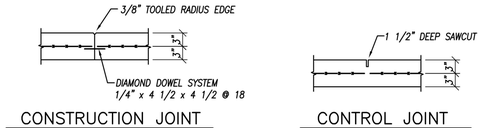


(f) INDICATES NUMBER OF CORES TO BE REINFORCED AND GROUTED

FOOTING AND FOUNDATION PLAN
SCALE: 1/8" = 1'-0"

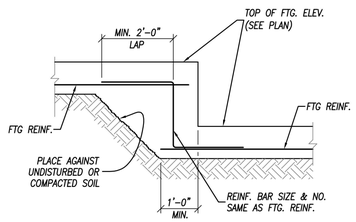
WALL FOOTING SCHEDULE

WF-1	1'-4 x 1'-0 CONT FTG 2-#5's CONT
WF-2	2'-0 x 1'-0 CONT FTG 2-#5's CONT
WF-3	2'-4 x 1'-0 CONT FTG 3-#5's CONT
WF-4	3'-0 x 1'-0 CONT FTG 3-#5's CONT



CONSTRUCTION JOINT

CONTROL JOINT



TYPICAL STEP FOOTING
NOT TO SCALE

GENERAL STRUCTURAL NOTES

1. Design Live Loads
   - Ground snow ..... 30 PSF
   - Flat roof snow ..... 30 PSF
   - Snow exposure factor 1.0
   - Snow load importance factor 1.0
   - Thermal factor 1.0

   Wind per IBC 2018 requirements
   - V(ult) ..... 115 MPH
   - V(asd) ..... 90 MPH
   - Risk category II
   - Wind exposure C
   - Internal pressure coefficient 0.18

2. The assumed soil bearing capacity is 1500 PSF. This shall be verified by a qualified geotechnical engineer prior to placing concrete.

3. Special Inspection
   The following types of work require special inspection.
   1. Soils per note 2. above
   2. Rebar installation
   3. 10 percent of ceiling deck fasteners

4. Concrete 28 day compressive strengths
   - Footings ..... 3000 PSI
   - Slabs on grade ..... 4000 PSI

5. Reinforcing Steel
   - #3 & smaller ..... ASTM A615 Gr 40
   - #4 & larger ..... ASTM A615 Gr 60
   - Welded wire fabric ..... ASTM A185
   - Joint reinforcement ..... 9 ga wire ASTM A82

6. Structural steel ..... ASTM A36
   W shapes ..... ASTM A992

7. All welding shall conform to the latest A.W.S. specifications. Use E70XX electrodes.

8. Provide corner bars (30 X 30) at all intersections of footing and walls, same size and spacing as the horizontal reinforcing.

9. Elevations shown thus (+/-3'-0) are to the top of beams, slabs, footings, etc., unless noted otherwise.

10. The concrete masonry units to have a minimum F'm of 2800 PSI at 28 days, on the net area.

11. Use type S mortar (concrete masonry units
    Use type N mortar (clay unit masonry)
    Use proportion specifications.

12. Grout used in R.C. to have a minimum F'c of 2500 PSI at 28 days. All grout and coarse grout to be installed in accordance with IBC 2104 requirements.

13. Roof trusses shall be designed and manufactured by the supplier for the loads shown on the plans and the Structural Notes. The shop drawings shall be certified by a structural engineer licensed in the state of Iowa.

14. Exterior wall sheathing shall be:

    7/16" APA rated sheathing 24/16
    8d nails at 6" O.C. at panel edges
    8d nails at 12" O.C. at intermediate supports
    Blocking required at horizontal joints.

FLOOR SLAB NOTES

Provide 1/2" expansion joint material where a slab on grade abuts a vertical surface.

Limit area of slabs bounded by a control or construction joint to 400 square feet.

STOOP NOTES

4" slab on loose sand fill. Reinforce slab with #4's at 12" O.C. each way. #4 dowels (12 X 12) at 18" O.C. around perimeter of slab. Typical at stoops.

8" X 44" frost wall, reinforce with (2) #5's continuous top and bottom. Dowel into end walls. Typical at stoops.

M2B Structural Engineers LLP
422 Second Avenue S.E., Suite B, Cedar Rapids, Iowa 52401-1330
Phone: 319/364-0666 Fax: 319/364-1456

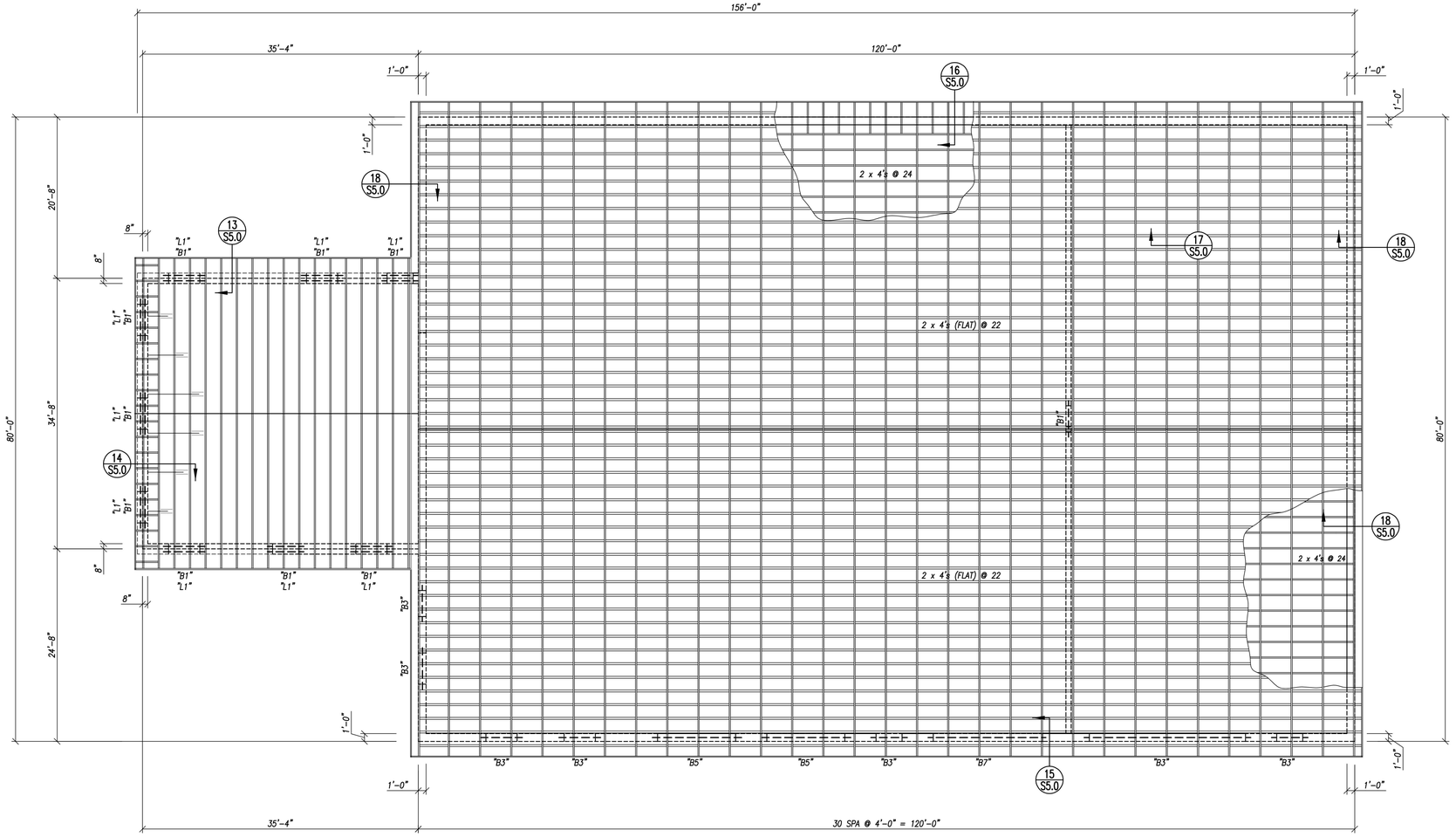
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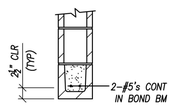
Camenzind Building
Wagner Road
Waterloo, Iowa
Footing and Foundation Plan

S1.0

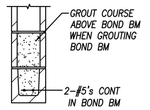
Date:
Dec. 20, 2021



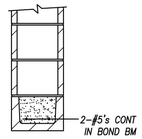
ROOF FRAMING PLAN
SCALE: 1/8" = 1'-0"



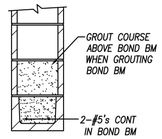
"B1"



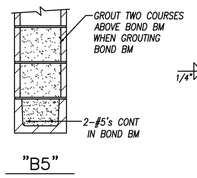
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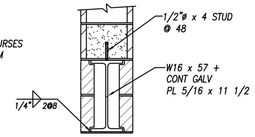
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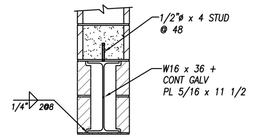
"B4"



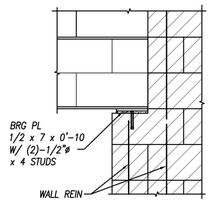
"B5"



"B6"



"B7"



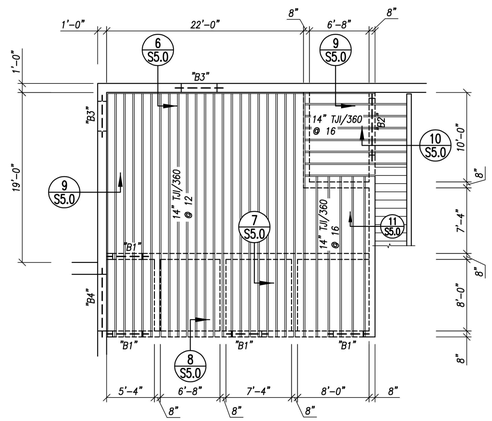
"L1" GALV L 3 1/2 x 3 1/2 x 5/16
8" BRG EA END

LOW ROOF SHEATHING NOTES

1/2" APA rated sheathing 32/16
8d nails at 6" O.C. at panel edges
8d nails at 12" O.C. at intermediate supports
Stagger joints parallel with trusses
Use metal plywood sheathing clips

Floor sheathing shall be:

3/4" T&G APA rated sheathing 48/24
10d nails at 6" O.C. at panel edges
10d nails at 10" O.C. at intermediate supports
Stagger joints parallel with joists
Glue and nail sheathing to joists



MEZZANINE FRAMING PLAN
SCALE: 1/8" = 1'-0"

UPPER ROOF CEILING SHEATHING NOTES

1/2" APA rated sheathing 32/16
8d nails at 6" O.C. at panel edges
8d nails at 12" O.C. at intermediate supports
Stagger joints parallel with trusses

ROOF TRUSS DESIGN LOADS

Top chord live load.....30 PSF
Top chord dead load.....10 PSF
Bottom chord dead load.....10 PSF
Live load deflection less than L/360

M2B Structural Engineers LLP
422 Second Avenue S.E., Suite B, Cedar Rapids, Iowa 52401-1330
Phone: 319/364-0666 Fax: 319/364-1456

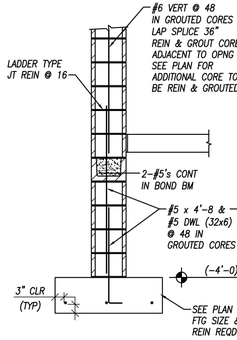
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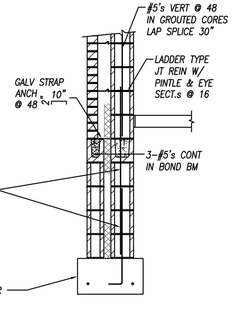
Camenzind Building
Wagner Road
Waterloo, Iowa
Mezzanine and Roof Framing Plan

S2.0

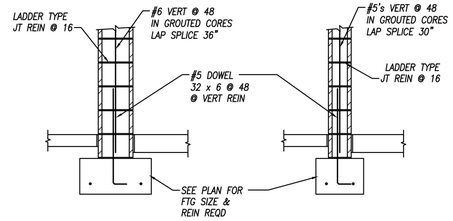
Date:
Dec. 20, 2021



1 S5.0 SECTION
SCALE: 1/2" = 1'-0"

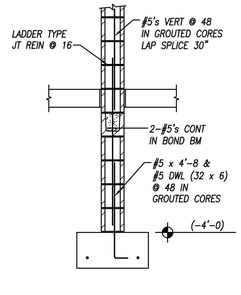


2 S5.0 SECTION
SCALE: 1/2" = 1'-0"

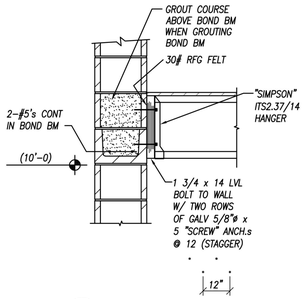


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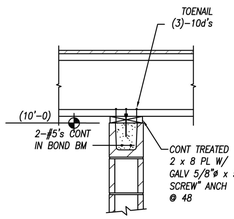
4 S5.0 SECTION
SCALE: 1/2" = 1'-0"



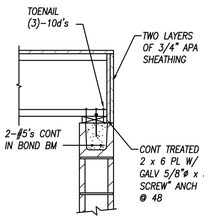
5 S5.0 SECTION
SCALE: 1/2" = 1'-0"



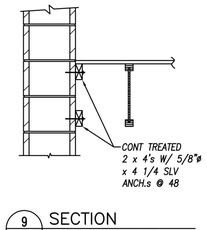
6 S5.0 SECTION
SCALE: 3/4" = 1'-0"



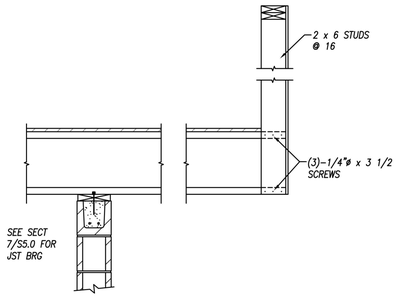
7 S5.0 SECTION
SCALE: 3/4" = 1'-0"



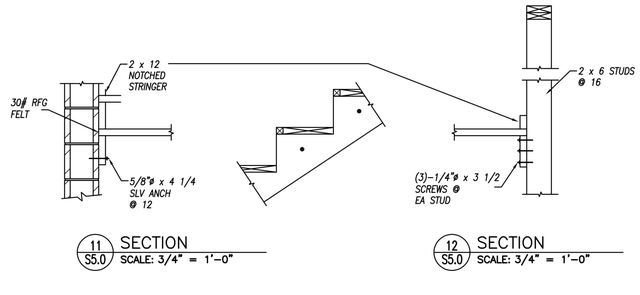
8 S5.0 SECTION
SCALE: 3/4" = 1'-0"



9 S5.0 SECTION
SCALE: 3/4" = 1'-0"

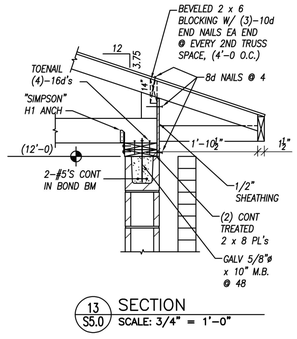


10 S5.0 SECTION
SCALE: 3/4" = 1'-0"

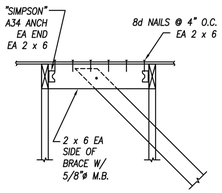


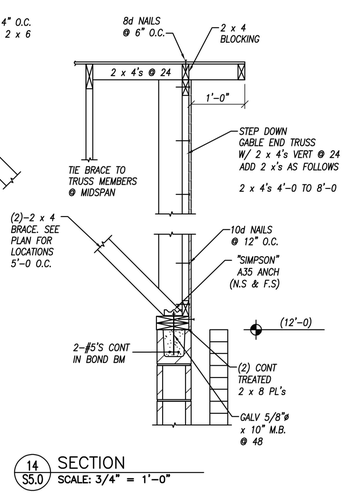
11 S5.0 SECTION
SCALE: 3/4" = 1'-0"

12 S5.0 SECTION
SCALE: 3/4" = 1'-0"

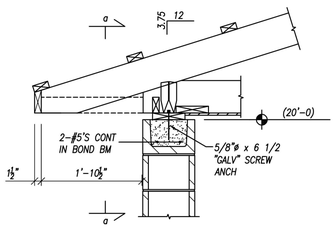


13 S5.0 SECTION
SCALE: 3/4" = 1'-0"

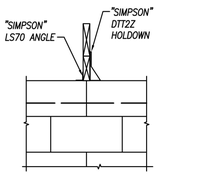




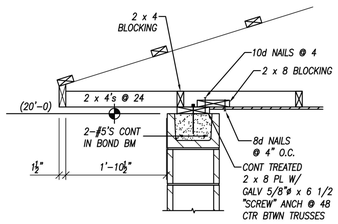
14 S5.0 SECTION
SCALE: 3/4" = 1'-0"



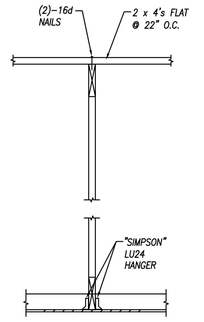
15 S5.0 SECTION
SCALE: 3/4" = 1'-0"



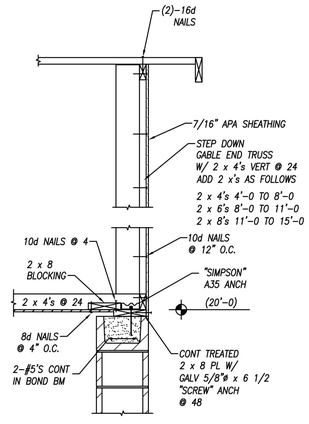
section a—a



16 S5.0 SECTION
SCALE: 3/4" = 1'-0"



17 S5.0 SECTION
SCALE: 3/4" = 1'-0"



18 S5.0 SECTION
SCALE: 3/4" = 1'-0"

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Camenzind Building
Wagner Road
Waterloo, Iowa
Structural Details

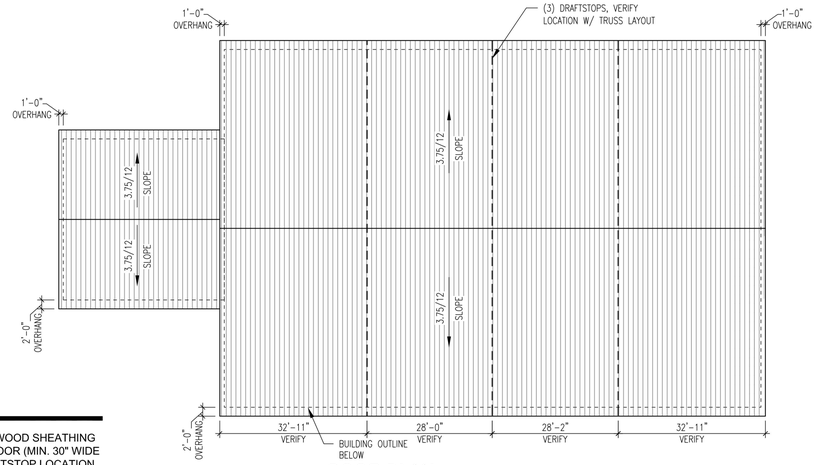
S5.0

Date:
Dec. 20, 2021

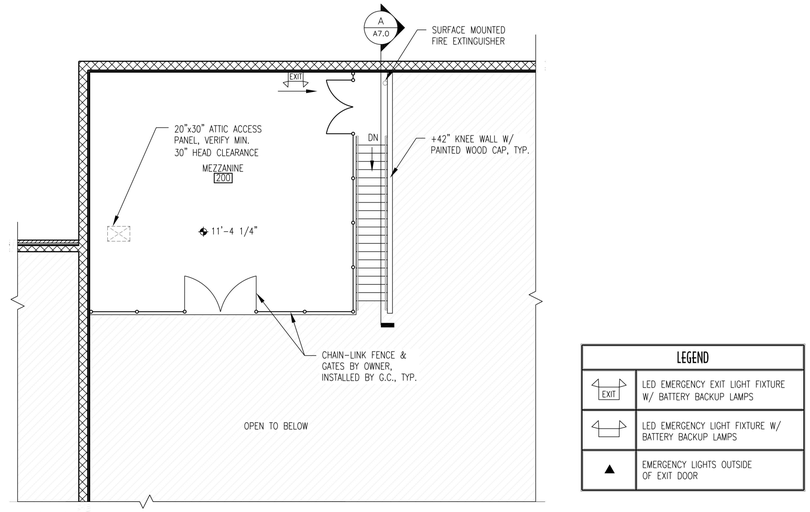
M2B Structural Engineers LLP
422 Second Avenue S.E., Suite B, Cedar Rapids, Iowa 52401-1330
Phone: 319/364-0666 Fax: 319/364-1456

ROOF NOTES

1. (3) DRAFTSTOPS SHALL BE PROVIDED W/ 1/2" WOOD SHEATHING ON ONE SIDE. PROVIDE ONE SELF-CLOSING DOOR (MIN. 30" WIDE BY 36" TALL) WITH AUTO LATCH AT EACH DRAFTSTOP LOCATION TO ALLOW FOR TRAVEL ACROSS ATTIC SPACES. VERIFY DRAFTSTOP LOCATIONS IN FIELD, NOT TO EXCEED 3,000 SF.
2. ATTIC VENTILATION TO BE VERIFIED BY OTHERS.
3. SEE MEZZANINE PLAN FOR ATTIC ACCESS LOCATION.
4. 6" K-STYLE SEAMLESS GUTTER W/ 3"x4" JUMBO DOWNSPOUTS AS REQ'D.

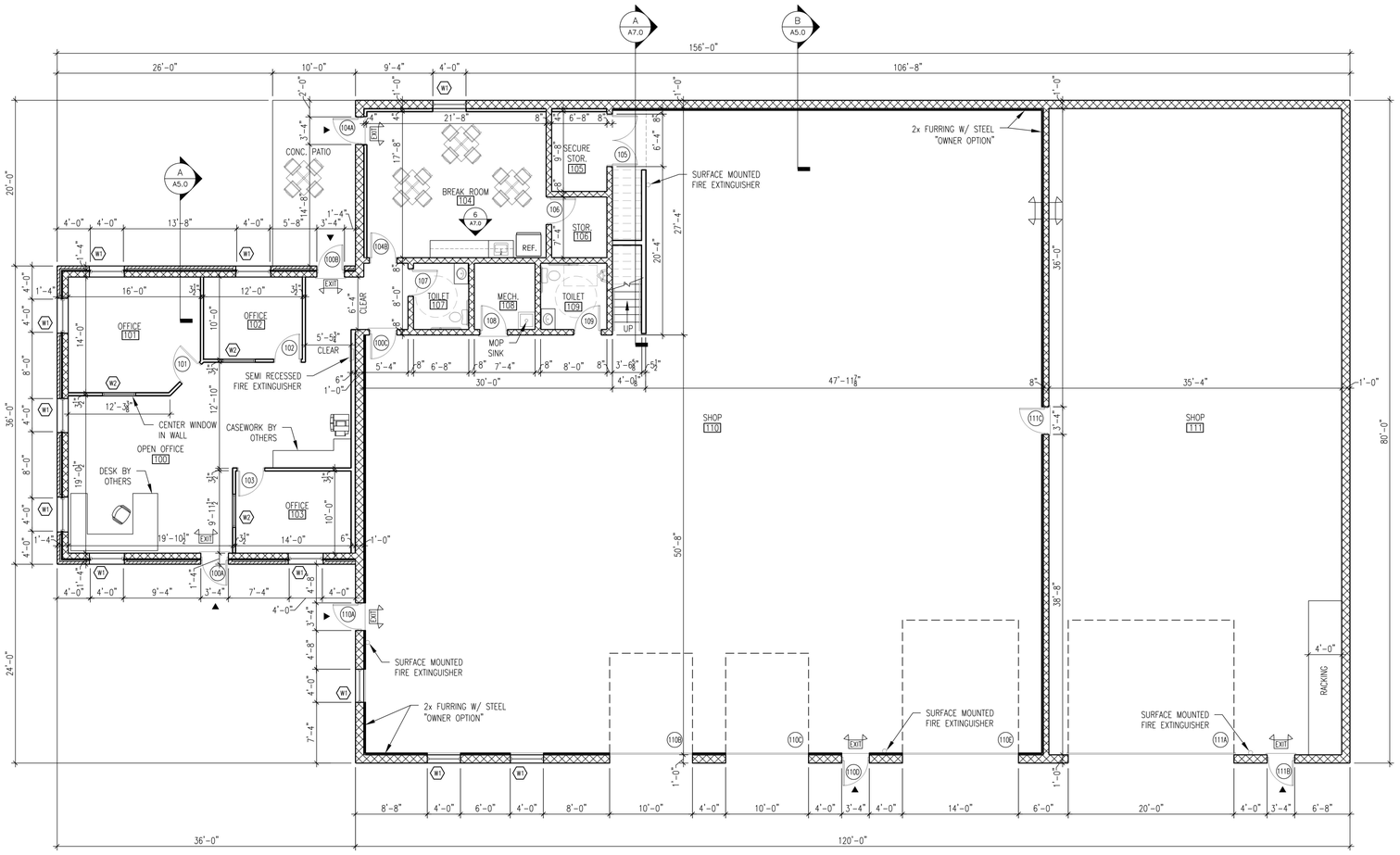


ROOF PLAN
Scale: 1/16" = 1'-0"



LEGEND	
EXIT	LED EMERGENCY EXIT LIGHT FIXTURE W/ BATTERY BACKUP LAMPS
	LED EMERGENCY LIGHT FIXTURE W/ BATTERY BACKUP LAMPS
▲	EMERGENCY LIGHTS OUTSIDE OF EXIT DOOR

MEZZANINE PLAN
Scale: 1/8" = 1'-0"



MAIN FLOOR PLAN
Scale: 1/8" = 1'-0"

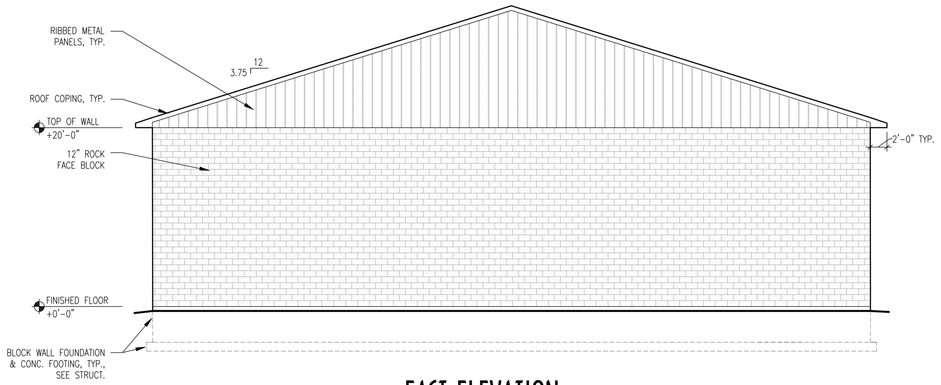
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Camenzind Building
Wagner Road
Waterloo, Iowa
Proposed Floor Plans, & Roof Plan

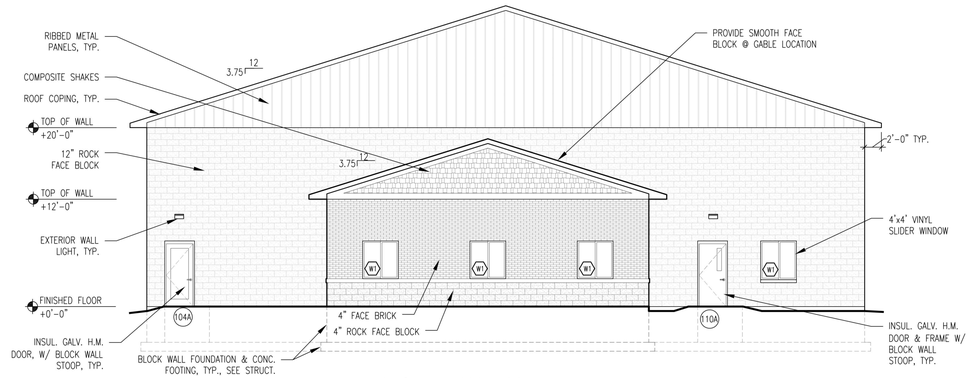
A2.0

Date:
Dec. 20, 2021



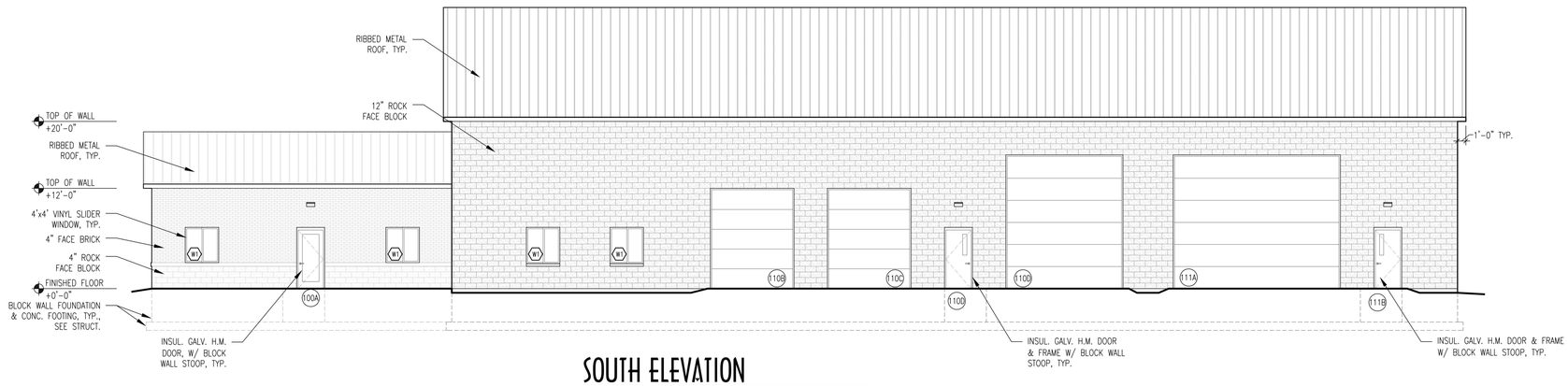
EAST ELEVATION

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



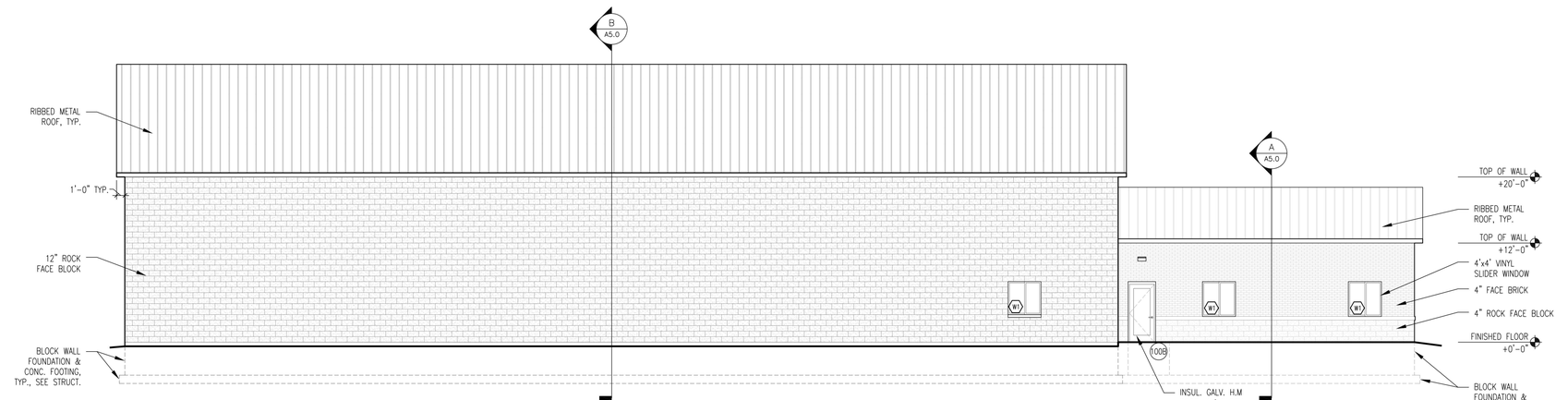
WEST ELEVATION

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



SOUTH ELEVATION

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



NORTH ELEVATION

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

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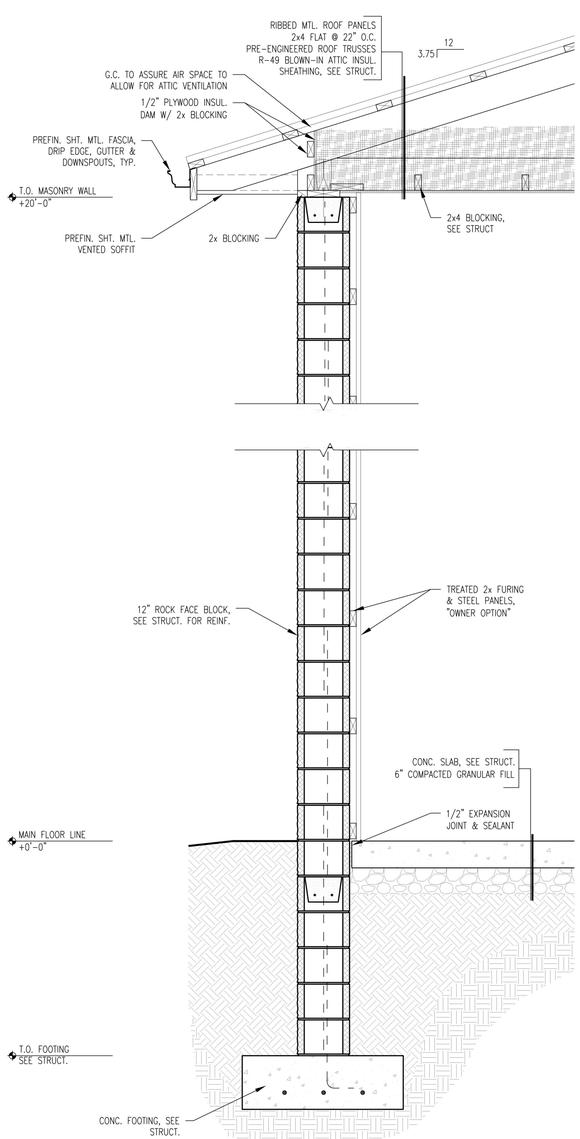
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Camenzind Building

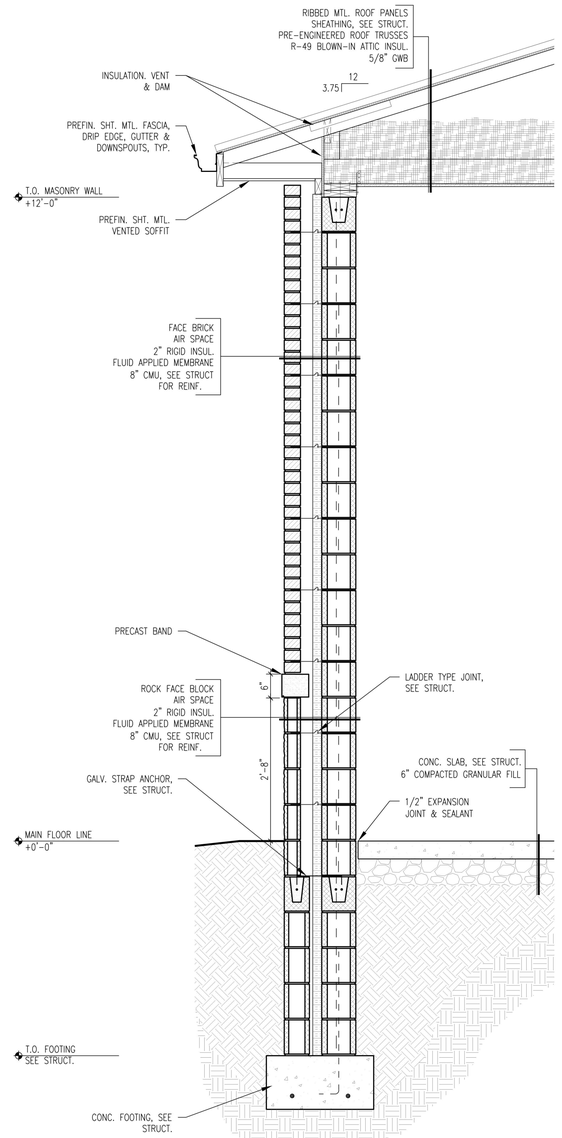
Wagner Road
Waterloo, Iowa
Exterior Elevations

A3.0

Date:
Dec. 20, 2021



B SHOP WALL SECTION
Scale: 3/4" = 1'-0"



A OFFICE WALL SECTION
Scale: 3/4" = 1'-0"

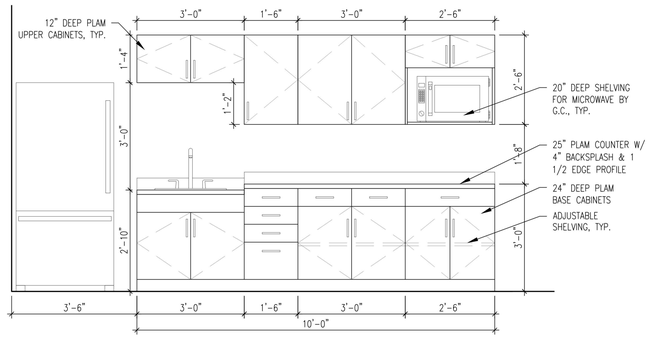
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Camenzind Building
Wagner Road
Waterloo, Iowa
Wall Sections

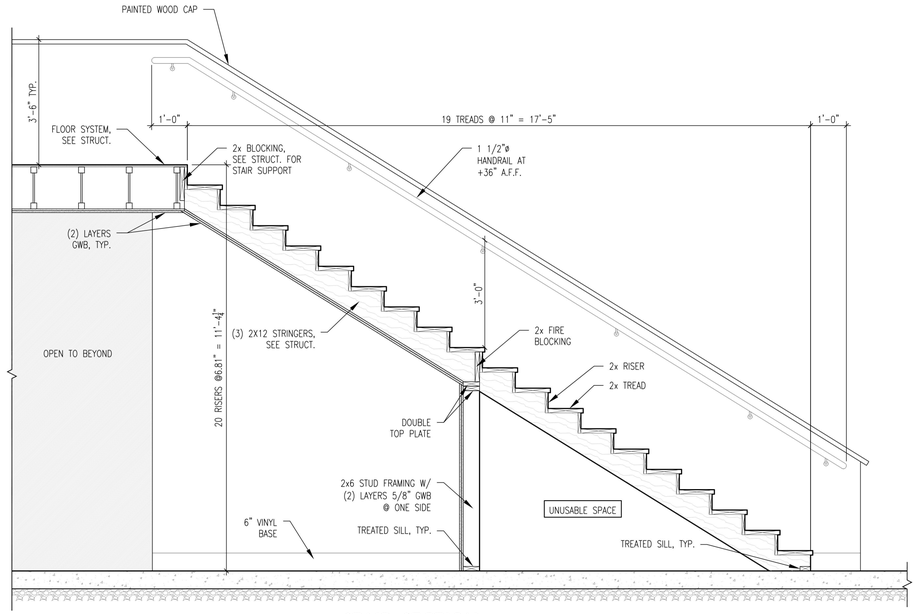
A5.0

Date:
Dec. 20, 2021



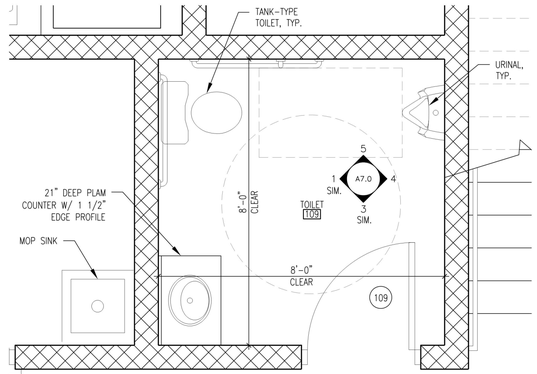
6 BREAK ROOM CASEWORK

Scale: 1/2" = 1'-0"



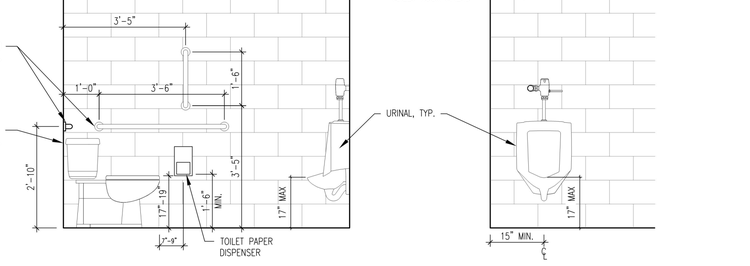
A STAIR SECTION

Scale: 1/2" = 1'-0"



ENLARGED TOILET ROOM 109

Scale: 1/2" = 1'-0"

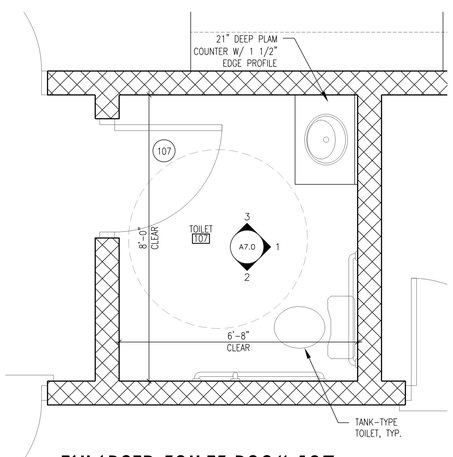


5 TOILET RM. 105 ELEVATION

Scale: 1/2" = 1'-0"

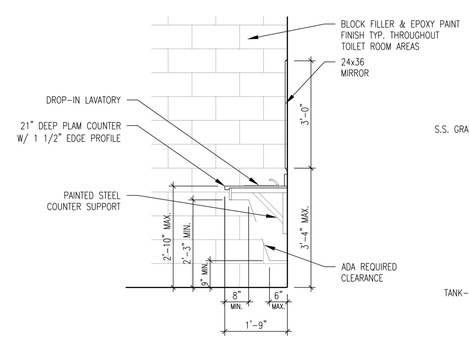
4 TYP. URINAL ELEVATION

Scale: 1/2" = 1'-0"



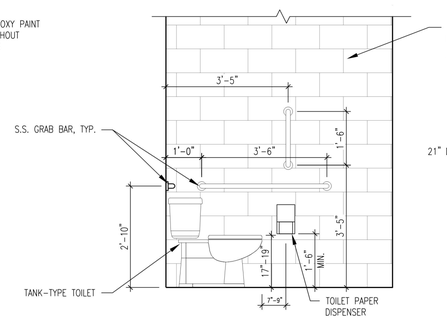
ENLARGED TOILET ROOM 107

Scale: 1/2" = 1'-0"



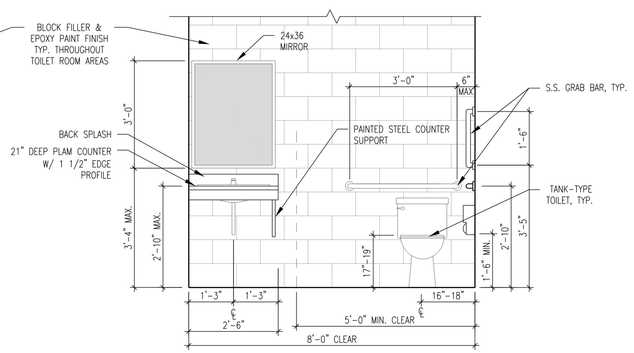
3 TYP. ADA LAVATORY ELEVATION

Scale: 1/2" = 1'-0"



2 TYP. ADA TOILET ELEVATION

Scale: 1/2" = 1'-0"



1 TYP. ADA TOILET ELEVATION

Scale: 1/2" = 1'-0"

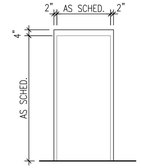
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Camenzind Building
Wagner Road
Waterloo, Iowa
Toilet Plans & Elevations, Casework, & Stair Section

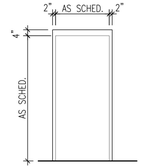
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Date:
Dec. 20, 2021



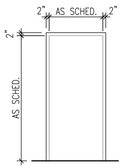
A

INSUL. GALV. HOLLOW METAL FRAME, PAINT



B

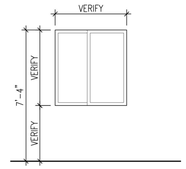
HOLLOW METAL FRAME, PAINT



C

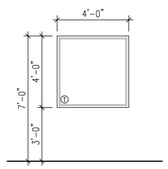
HOLLOW METAL FRAME, PAINT

FRAME TYPE



W1

SLIDER WINDOW, VERIFY SIZE W/ OWNER

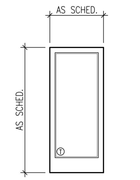


W2

1/4" TEMPERED GLAZING IN 1x FRAMING

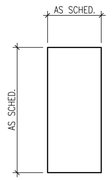
WINDOW TYPE

(T) = TEMPERED GLASS



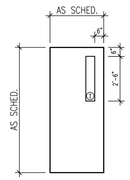
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INSUL. GALV. H.M. DOOR W/ GLASS INSERT, MEDIUM STILE



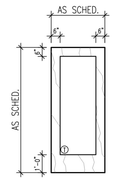
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INSUL. GALV. HOLLOW METAL DOOR, PAINT



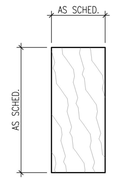
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INSUL. GALV. HOLLOW METAL DOOR W/ GLASS INSERT, PAINT



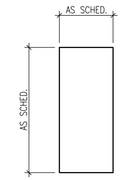
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INTERIOR SOLID CORE WOOD DOOR W/ GLASS INSERT, MEDIUM STILE



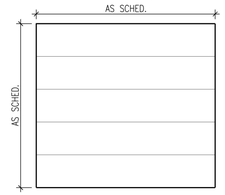
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INTERIOR SOLID CORE WOOD DOOR



6

HOLLOW METAL DOOR, PAINT



7

INSULATED OVERHEAD STEEL DOOR

DOOR TYPE

(T) = TEMPERED GLASS

DOOR SCHEDULE

NUMBER	DOOR & FRAME: DOOR WIDTH	DOOR HEIGHT	DOOR TYPE	FRAME TYPE	LOCKSET TYPE: PASSAGE FUNCTION LATCH SET	PRIVACY FUNCTION LOCKSET	OFFICE FUNCTION LOCKSET	STOREROOM FUNCTION LOCKSET	PANIC-TYPE EXIT DEVICE	ENTRANCE FUNCTION LOCKSET	PUSH PLATE & PULL HANDLE	MISC. HARDWARE: NO. OF PAIRS OF BUTT HINGES	RAIN GUARD @ HEAD JAMB	SMOKE SEAL(FOR ACOUS. PURPOSES ONLY)	WALL STOP	EXTERIOR LATCH PLATE GUARD	FLUSH BOLTS	CLOSER	CLOSER W/ OVERHEAD STOP	OVERHEAD STOP	KICKDOWN	WEATHER SEAL	KICKPLATE	THRESHOLD	DOOR SWEEP	NOTES
100A	3'-0"	7'-0"	1	A						●		1 1/2	●						●			●	●	●	●	
100B	3'-0"	7'-0"	1	A						●		1 1/2	●						●			●	●	●	●	
100C	3'-0"	7'-0"	3	A						●		1 1/2		●	●			●					●	●	●	
101	3'-0"	7'-0"	4	C			●					1 1/2		●						●						
102	3'-0"	7'-0"	4	C			●					1 1/2		●	●											
103	3'-0"	7'-0"	4	C			●					1 1/2		●	●											
104A	3'-0"	7'-0"	1	A						●		1 1/2	●						●			●	●	●	●	
104B	3'-0"	7'-0"	4	B							●	1 1/2		●	●			●			●		●			
105	3'-0" PAIR	7'-0"	2	A				●				3					●			●						PROVIDE SILENCERS
106	3'-0"	7'-0"	5	B						●		1 1/2			●											PROVIDE SILENCERS
107	3'-0"	7'-0"	5	B	●							1 1/2		●	●											PROVIDE OCCUPANCY INDICATOR THUMB TURN
108	3'-0"	7'-0"	2	A						●		1 1/2			●			●				●	●	●	●	
109	3'-0"	7'-0"	2	A	●							1 1/2			●			●				●	●	●	●	PROVIDE OCCUPANCY INDICATOR THUMB TURN
110A	3'-0"	7'-0"	3	A						●		1 1/2	●						●			●	●	●	●	
110B	10'-0"	10'-0"	7	–								–														INSULATED O.H. DOOR
110C	10'-0"	10'-0"	7	–								–														INSULATED O.H. DOOR
110D	3'-0"	7'-0"	3	A						●		1 1/2	●						●			●	●	●	●	
110E	14'-0"	16'-0"	7	–								–														INSULATED O.H. DOOR
111A	20'-0"	16'-0"	7	–								–														INSULATED O.H. DOOR
111B	3'-0"	7'-0"	3	A						●		1 1/2	●						●			●	●	●	●	
111C	3'-0"	7'-0"	3	A						●		1 1/2							●				●	●	●	

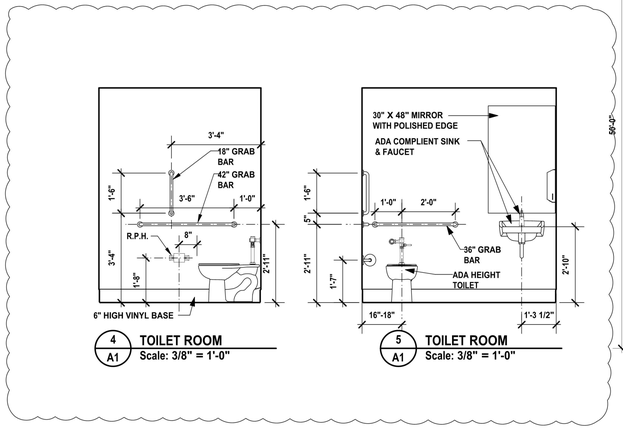
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Camenzind Building
Wagner Road
Waterloo, Iowa
Opening Schedule

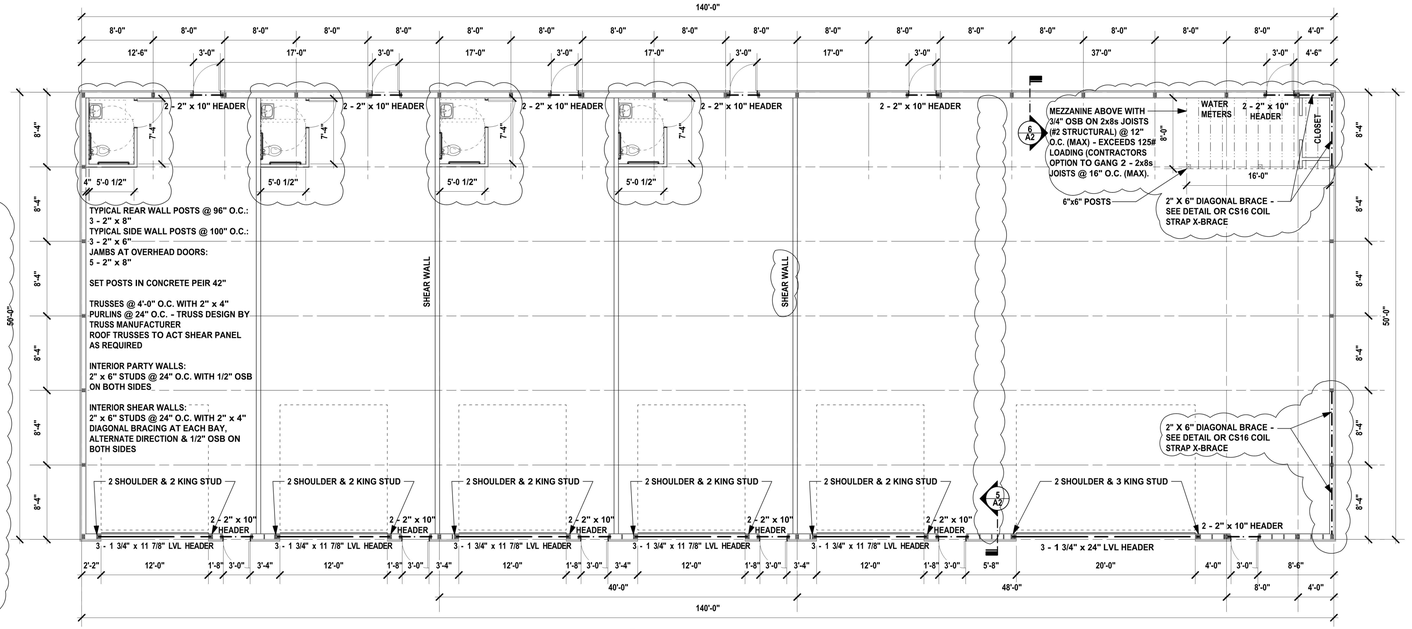
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Date:
Dec. 20, 2021

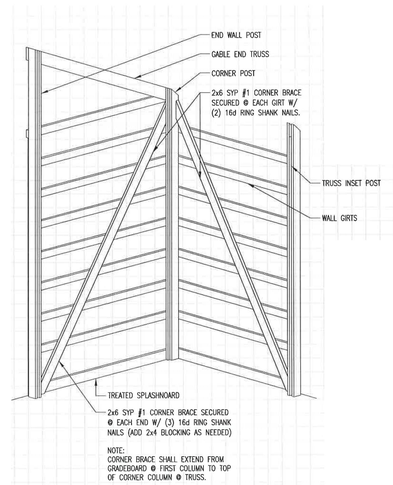


4 / A1 **TOILET ROOM**
Scale: 3/8" = 1'-0"

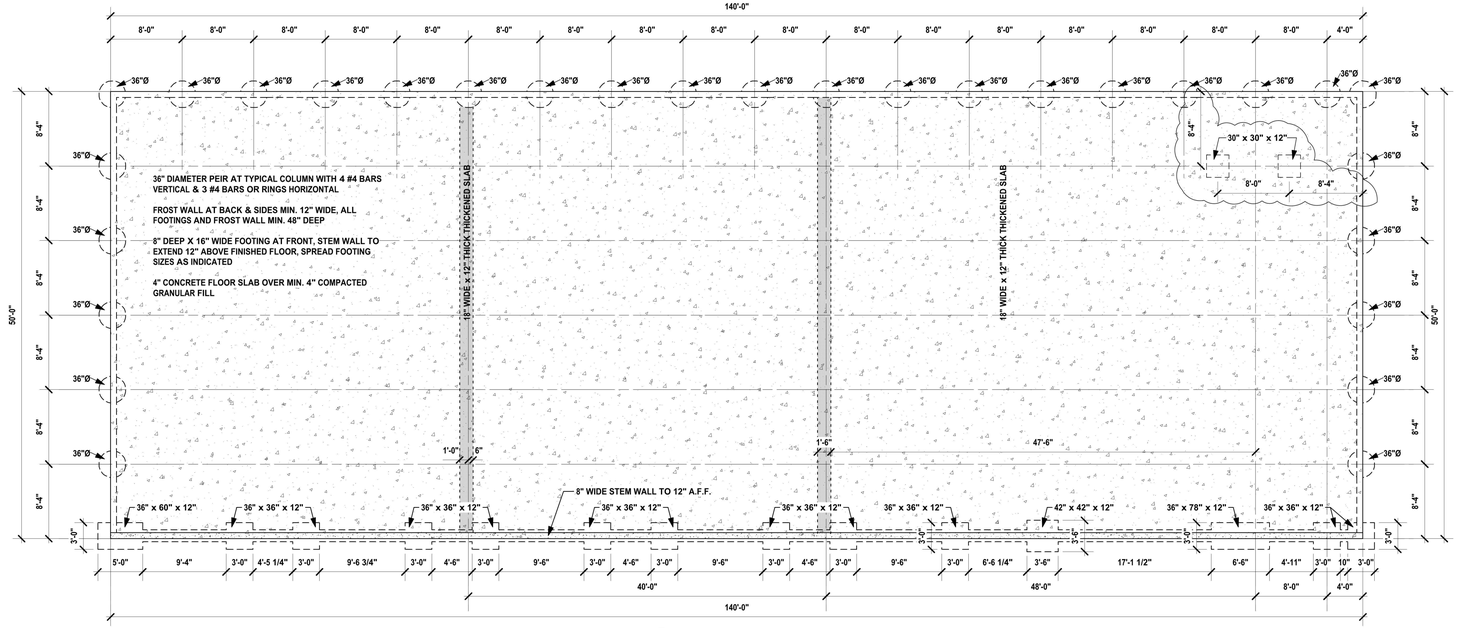
5 / A1 **TOILET ROOM**
Scale: 3/8" = 1'-0"



2 / A1 **FLOOR PLAN**
Scale: 1/8" = 1'-0"



3 / A1 **CORNER BRACE DETAIL**
SCALE: NOT TO SCALE



1 / A1 **FOUNDATION PLAN**
Scale: 1/8" = 1'-0"

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New Pole Barn for:
McWing Siutes
Riders Road, Hudson, IA

R. Wayne Williamson, Architect
2328 Erik Road, Cedar Falls, Iowa 50613 319-939-3846

Date		Description of Revision
	◀	

Project Number
0170035

CAD File Name
E:\Panter Builders\Fosters Mattress-Ninja

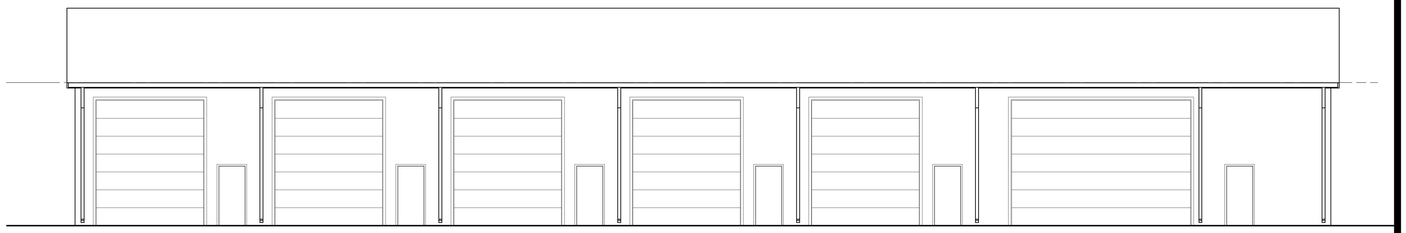
Drawn By	Checked By
RWW	RWW

Sheet Name
FOUNDATION PLAN & FLOOR PLAN

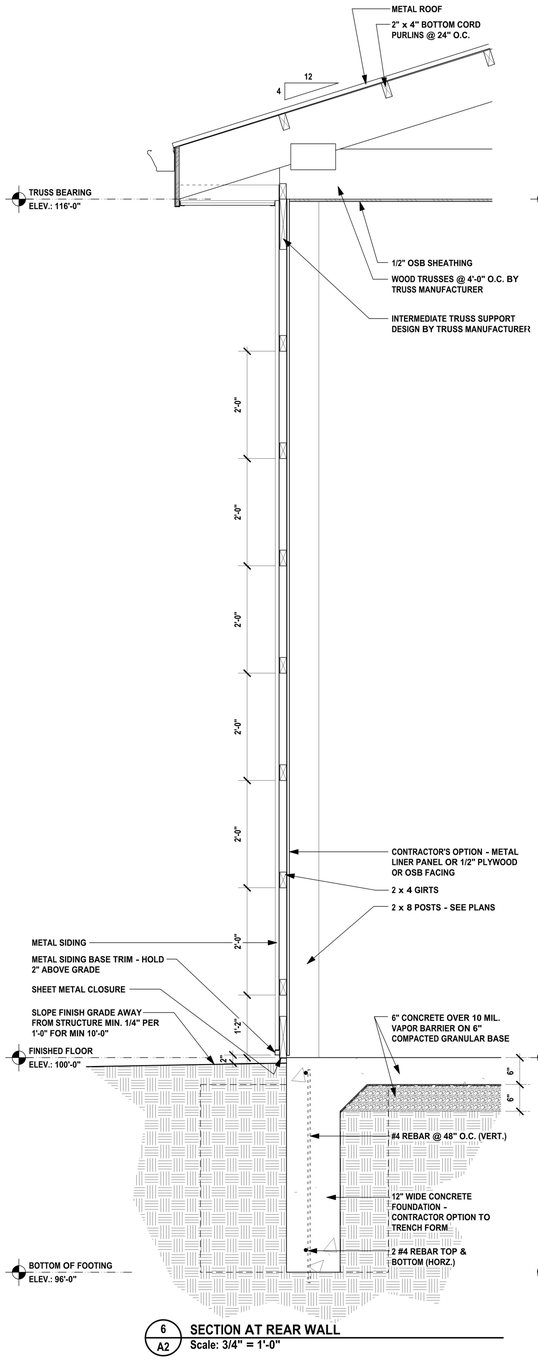
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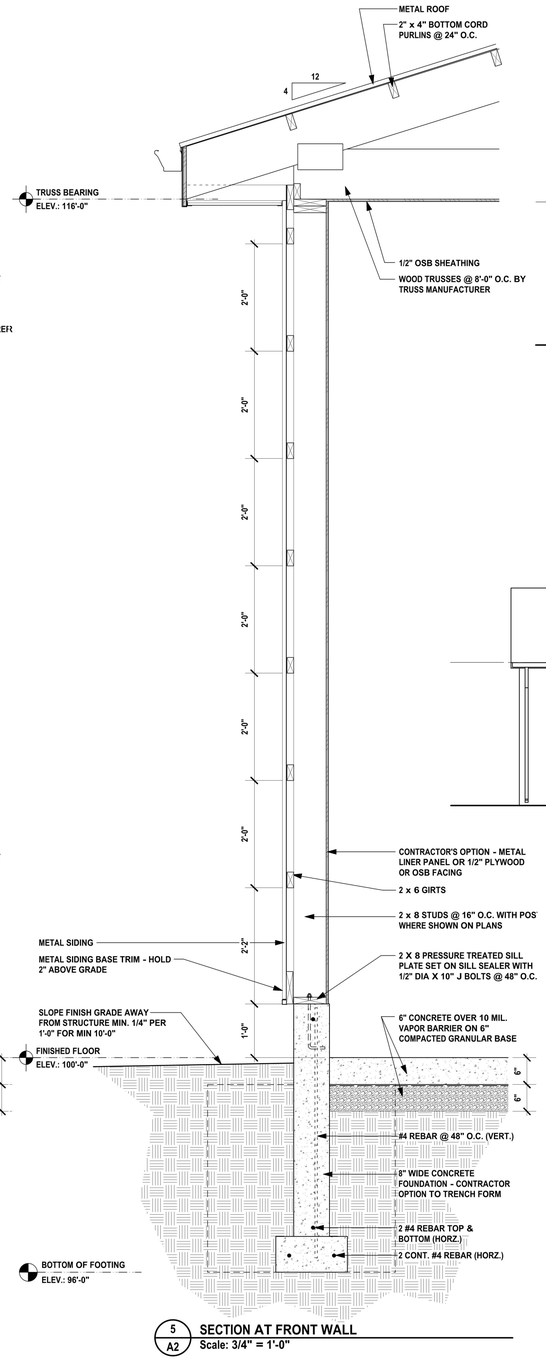
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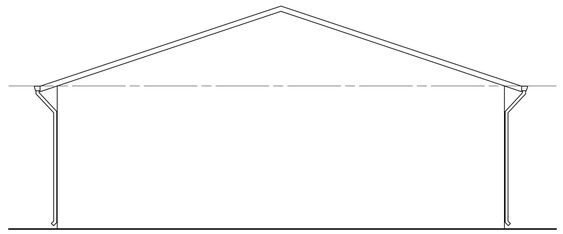
1 / A2 **FRONT ELEVATION**
Scale: 1/8" = 1'-0"



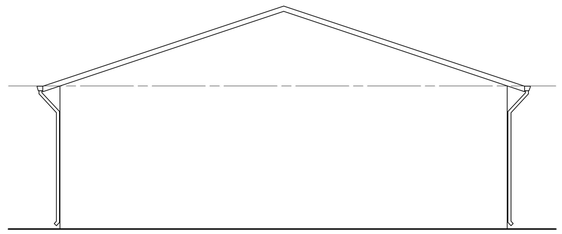
6 / A2 **SECTION AT REAR WALL**
Scale: 3/4" = 1'-0"



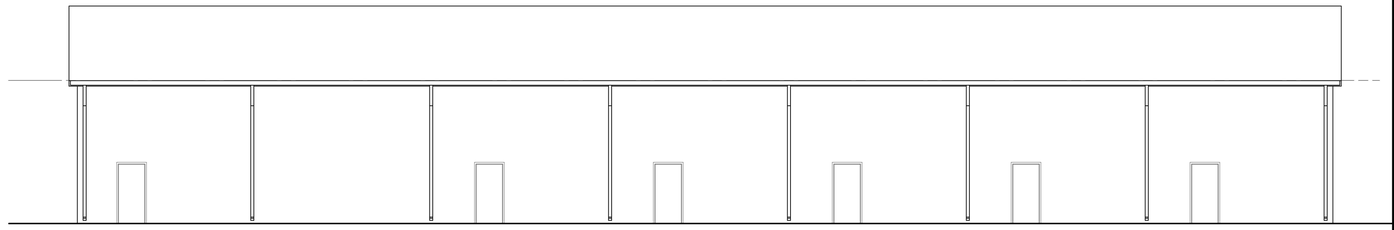
5 / A2 **SECTION AT FRONT WALL**
Scale: 3/4" = 1'-0"



3 / A2 **SIDE ELEVATION**
Scale: 1/8" = 1'-0"



2 / A2 **SIDE ELEVATION**
Scale: 1/8" = 1'-0"



4 / A2 **REAR ELEVATION**
Scale: 1/8" = 1'-0"

New Pole Barn for:
McWing Siutes
Riders Road, Hudson, IA

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R. Wayne Williamson, Architect
2328 Erik Road, Cedar Falls, Iowa 50613 319-939-3846

Description of Revision | Date

Project Number: 0170035
CAD File Name: E:\Panter Builders\Fosters Mattress-Ninja
Drawn By: RWW | Checked By: RWW
Sheet Name: ELEVATIONS & SECTIONS
Sheet Number: A2

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Date: 7-23-18

CITY OF WATERLOO

Council Communication

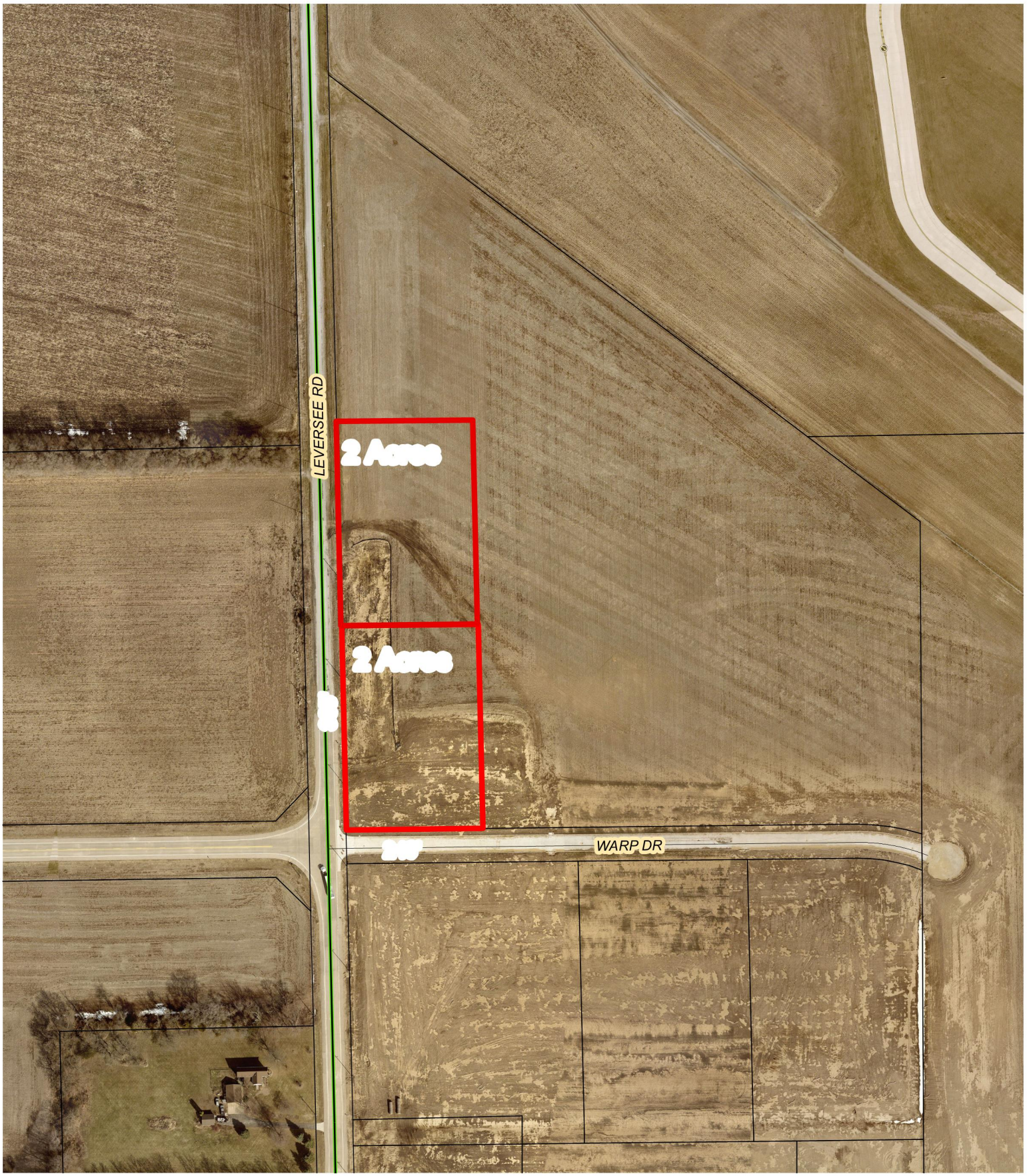
Resolution setting date of public hearing as August 15, 2022, to approve a request by Camenzind Masonry for a Site Plan Amendment to the "M-2,P" Planned Industrial District to allow for construction of a 10,800 square foot Office/Warehouse facility located east of 2210 Leversee Road, and instruct the City Clerk to publish notice.

City Council Meeting: 8/1/2022
Prepared: 7/20/2022

ATTACHMENTS:

	Description	Type
🗋	Council Packet	Backup Material

SUBJECT:	Resolution setting date of public hearing as August 15, 2022, to approve a request by Camenzind Masonry for a Site Plan Amendment to the "M-2,P" Planned Industrial District to allow for construction of a 10,800 square foot Office/Warehouse facility located east of 2210 Leversee Road, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	The applicant is requesting a Site Plan Amendment to the "M-2,P" Planned Industrial District to allow for construction of a 10,800 square foot Office/Warehouse facility located east of 2210 Leversee Road.
Neighborhood Impact:	The request would not appear to have a negative impact on the neighborhood. Notice will be sent to properties within 250-feet of the proposed Site Plan Amendment.
Data/Analysis and Strategies:	Economic Development, Zoning and Land Use.
Community Engagement Methods:	The Planning, Programming, and Zoning Commission will hold a public meeting on August 9, 2022 on the request.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Legal Description: (to be platted) The South 365 feet of the West 240 feet of Tract "B" of Waterloo Air and Rail Park 1st Addition and Option Land Legal Description: (to be platted) The North 365 feet of the South 730 feet of the west 240 feet of Tract "B" of Waterloo Air and Rail Park 1st Addition



City of Waterloo, Iowa

CAMENZIND BUILDING
Wagner Road

ABBREVIATIONS

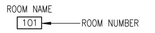
AFF	ABOVE FINISH FLOOR
ACT	ACOUSTICAL CEILING TILE
ALT.	ALTERNATE
ALUM.	ALUMINUM
APC.	ACOUSTIC PANEL CEILING
APPROX.	APPROXIMATE
ARCH.	ARCHITECT (URAL)
BD.	BOARD
BLDG.	BUILDING
BLKG.	BLOCKING
BOT.	BOTTOM
B.O.	BOTTOM OF
BRG.	BEARING
BUR	BUILT UP ROOF
CG	CORNER GUARD
CJ	CONTROL JOINT
CL / C.L.	CENTERLINE
CLG.	CEILING
CMU	CONCRETE MASONRY UNIT
COL.	COLUMN
CONC.	CONCRETE
CONST.	CONSTRUCTION
CONT.	CONTINUOUS
CORR.	CORRIDOR
CPT.	CARPET
CT	CERAMIC TILE
D.	DEEP
DF	DRINKING FOUNTAIN
DIA.	DIAMETER
DIM.	DIMENSION
DN.	DOWN
DS	DOWNSPOUT
DTL.	DETAIL
DWG.	DRAWING
EA.	EACH
EJ	EXPANSION JOINT
EL.	ELEVATION
ELEC.	ELECTRICAL
ELEV.	ELEVATOR
EQ.	EQUAL
EQUIP.	EQUIPMENT
EWC	ELECTRIC WATER COOLER
EW	EACH WAY
EXH.	EXHAUST
EXIST.	EXISTING
EXP.	EXPOSED
EXT.	EXTERIOR
FD	FLOOR DRAIN
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FIN.	FINISH (ED)
FLR.	FLOOR
FND.	FOUNDATION
FR	FIRE RATED / FIRE RESISTANT
FTG.	FOOTING
GA.	GAUGE
GALV.	GALVANIZED
GC	GENERAL CONTRACTOR
GYP.	GYPSUM
GWB	GYPSUM WALL BOARD
HDW.	HARDWARE
HM	HOLLOW METAL
HORIZ.	HORIZONTAL
HVAC	HEATING, VENTILATING, AIR CONDITIONING
INT.	INTERIOR
JST.	JOIST
JT.	JOINT
KIT.	KITCHEN
LAV.	LAVATORY
LHR	LEFT HAND RETURN
LT.	LIGHT
MAX.	MAXIMUM
MECH.	MECHANICAL
MFR.	MANUFACTURER
MIN.	MINIMUM
MISC.	MISCELLANEOUS
MO	MASONRY OPENING
MTL.	METAL
MULL.	MULLION
NIC	NOT IN CONTRACT
NOM.	NOMINAL
NTS	NOT TO SCALE
OC	ON CENTER
OD	OVERFLOW DRAIN
OPG.	OPENING
PEMB	PRE-ENGINEERED METAL BUILDING
PLAM.	PLASTIC LAMINATE
PLAS.	PLASTER
PT.	PAINT
PTD	PAPER TOWEL DISPENSER
QT	QUARRY TILE
RA	RETURN AIR
R / RAD.	RADIUS
RB	RUBBER BASE
RD	ROOF DRAIN
REF.	REFERENCE, REFER TO
REFL.	REFLECTIVE
REFR.	REFRIGERATOR
REINF.	REINFORCE (D) (ING)
REQ.	REQUIRED
REV.	REVISION (S), REVISED
RHR	RIGHT HAND RETURN
RM.	ROOM
RO	ROUGH OPENING
R.O.W.	RIGHT OF WAY
RTU	ROOF TOP UNIT
RVT	REINFORCED VINYL TILE
SA	SUPPLY AIR
SAFB	SOUND ATTENUATING FIBERGLASS BATTS
SD	SOAP DISPENSER
SCHED.	SCHEDULE
SF	SQUARE FEET
SHT.	SHEET
SHTG.	SHEATHING
SIM.	SIMILAR
SPEC	SPECIFICATION
SS	STAINLESS STEEL
STD.	STANDARD
STL.	STEEL
STOR.	STORAGE
STRUCT.	STRUCTURAL
SUSP.	SUSPENDED
TERR.	TERRAZZO
THK.	THICK (NESS)
T.O.	TOP OF
T.O.B.	TOP OF BEAM
T.O.C.	TOP OF CONCRETE
T.O.F.	TOP OF FOOTING
T.O.W.	TOP OF WALL
TPD	TOILET PAPER DISPENSER
TV	TELEVISION
TYP.	TYPICAL
U.	URINAL
VAR.	VARIES
VIF	VERIFY IN FIELD
VB	VINYL BASE
VERT.	VERTICAL
WC	WATER CLOSET
WD	WOOD
WB	WEATHER BARRIER
WWF	WELDED WIRE FABRIC

GRAPHIC SYMBOLS

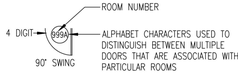
NEW / EXISTING WALL CONSTRUCTION



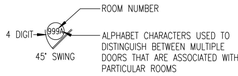
ROOM NAME AND NUMBER



NEW DOOR NUMBER



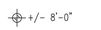
EXISTING DOOR NUMBER



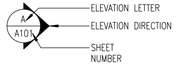
WINDOW TYPE



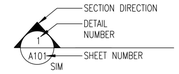
SPOT ELEVATION



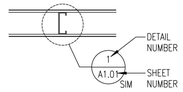
EXTERIOR & INTERIOR ELEVATION



BUILDING SECTION / WALL SECTION



DETAIL



REVISION MARKER

TOILET ACCESSORIES TAG

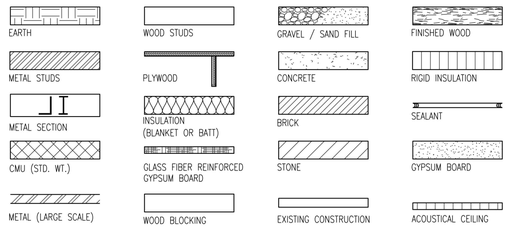
WALL TAG



ASSEMBLY TYPE TAG



MATERIAL INDICATIONS



MEP NOTES

1. HVAC, ELECTRICAL AND PLUMBING CONTRACTORS TO COORDINATE PROPOSED EQUIPMENT INSTALLATIONS W/ LOCAL INSPECTORS PRIOR TO CONSTRUCTION.
2. PLUMBING SHALL BE DESIGNED AND INSTALLED TO MEET THE 2015 UNIFORM PLUMBING CODE (UPC), IOWA STATE PLUMBING CODE AMENDMENTS, AND CITY OF WATERLOO CODE OF ORDINANCE.
3. PRIOR TO THE PLUMBING PERMIT BEING ISSUED, G.C. TO MEET WITH PLUMBING INSPECTOR TO DISCUSS PROJECT CLARITY AND TO IDENTIFY THE INTENDED WORK TO BE PERFORMED IS IN ACCORDANCE WITH THIS CODE.
4. TOILET ROOMS AND WATER HEATERS INSTALLED TO MEET UPC SECTION 418.3 LOCATION OF FLOOR DRAINS, WHICH STATES ALL FLOOR DRAINS SHALL BE INSTALLED IN THE FOLLOWING AREAS: (1) TOILET ROOMS CONTAINING TWO OR MORE WATER CLOSETS OR A COMBINATION OF ONE WATER CLOSET AND ONE URINAL,EXCEPT IN A DWELLING UNIT. (5) ROOMS EQUIPPED WITH A WATER HEATER.
5. PLUMBING FIXTURES SHALL MEET UPC SECTION 403.0 ACCESSIBLE PLUMBING FACILITIES AND VERIFY UPC SECTION 403.3 EXPOSED PIPES AND SURFACES SHALL BE MET.
6. PLEASE NOTE THE LIMITATION OF HOT WATER TEMPERATURE FOR PUBLIC LAVATORIES UPC SECTION 407.3.
7. COMPLIMENTARY WATER TO BE PROVIDED AT KITCHENETTE.

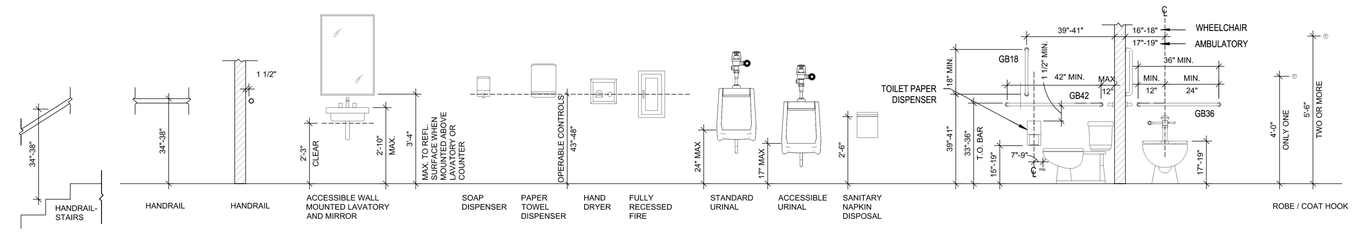
GENERAL NOTES

1. MATERIALS AND USES IN THE BUILDING WILL BE COMPATIBLE WITH ASSIGNED OCCUPANCIES AND CONSTRUCTION TYPE. INTERIOR FINISHES TO MEET IBC CHAPTER 8 REQUIREMENTS.TEMPERED/SAFETY GLAZING TO BE PROVIDED AS INDICATED ON PLANS AND TO MEET 2015 IBC 2406.
2. EMERGENCY LIGHTING WILL BE PROVIDED PER 2015 IBC 1008. FIRE EXTINGUISHERS WILL BE PROVIDED PER 2015 IBC 906. KNOX BOX IS TO BE PROVIDED AND LOCATION DETERMINED WITH LOCAL FIRE RESCUE.
3. ALL DIMENSIONAL LUMBER TO BE FIRE TREATED LUMBER.
4. ALL DIMENSIONAL LUMBER IN WET AREAS OR IN CONTACT WITH CONCRETE TO BE TREATED LUMBER.
5. DISCREPANCIES BETWEEN THESE DOCUMENTS AND THE ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING WITH WORK.
6. DIMENSIONS MARKED "CLEAR" SHALL BE MAINTAINED AND SHALL ALLOW FOR THICKNESS OF FINISHES INCLUDING CARPET, PAD, CERAMIC TILE, V.C.T., ETC
7. 'TYP.' MEANS THAT THE CONDITION IS REPRESENTATIVE FOR SIMILAR CONDITIONS THROUGHOUT, UNLESS OTHERWISE NOTED.
8. UNLESS OTHERWISE NOTED, DOOR TYPES, FINISHES & HARDWARE ARE BY OWNER. SEE DOOR SCHEDULE FOR SPECIFIC HARDWARE REQUIREMENTS.

CODE STUDY

LOCATION:	WATERLOO, IA 50703
BUILDING LEVELS:	ONE
APPLICABLE CODES:	BUILDING: 2015 INTERNATIONAL BUILDING CODE
	PLUMBING: 2021 UNIFORM PLUMBING CODE
	ELECTRICAL: 2020 NATIONAL ELECTRIC CODE
	MECHANICAL: 2021 INTERNATIONAL MECHANICAL CODE
	FIRE: 2015 INTERNATIONAL FIRE CODE
	ENERGY: 2012 INTERNATIONAL ENERGY CONSERVATION CODE
	ACCESSIBILITY: ICC A117.1-2009
OCCUPANCY GROUP	B-Business & F-1 Factory
CONSTRUCTION TYPE:	COMBUSTIBLE VB
FIRE RESISTIVE REQUIREMENTS:	EXTERIOR BEARING WALL.....(0 HOUR)
	ROOF CONSTRUCTION.....(0 HOUR)
	CEILING.....(0 HOUR)
FIRE SPRINKLERS:	SPRINKLER SYSTEM IS NOT REQUIRED
MAX TRAVEL DISTANCE:	<200' Business & <200' F-1 Factory
MAX COMMON TRAVEL DIST.:	<100' Business & <75' F-1 Factory

STANDARD MOUNTING HEIGHTS



Sheet Index

General

G1.0 COVER, SHEET INDEX & LOCATION MAP

Structural

S1.0 FOOTING AND FOUNDATION PLAN
S2.0 MEZZANINE AND ROOF FRAMING PLAN
S5.0 STRUCTURAL DETAILS

Architectural

A2.0 PROPOSED FLOOR PLANS
A3.0 EXTERIOR ELEVATIONS
A5.0 WALL SECTIONS
A7.0 TOILET ROOM PLANS & ELEVATIONS, CASEWORK, & STAIR SECTION
A8.0 OPENING SCHEDULE

General Contractor

Camenzind Masonry, LLC
517 RHEY STREET
WATERLOO, IA 50703
319.883.3111
CONTACT: MIKE CAMENZIND (mike@camenzindmasonry.com)

Architect

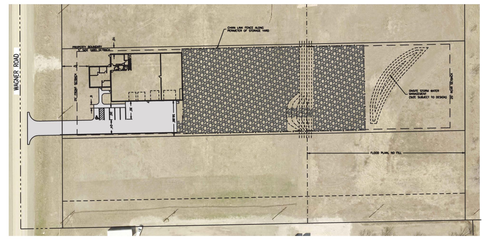
Levi Architecture
1009 TECHNOLOGY PARKWAY
P.O. BOX 1240
CEDAR FALLS, IA 50613
319.277.5636 319.277.5639 FAX
CONTACT: MIKE THOLE, AIA (miket@leviarch.com)

Structural Engineer

M2B Structural Engineers, LLP
422 2ND AVENUE SE
CEDAR RAPIDS, IA 52401
319.364.0666 319.364.1456 FAX
CONTACT: LYNN BOETTCHER, P.E. (lboettcher@m2bengineers.com)

Civil Engineer

Robinson Engineering
819 SECOND STREET NE
INDEPENDENCE, IA 50644
319.251.8383
CONTACT: ALEX BOWER (alex.bower@robinsoneng-ia.com)



LOCATION MAP
Scale: NTS

Architect's Stamp

DANIEL E. LEVI 5266 IOWA LICENSED ARCHITECT

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly Licensed Architect under the laws of the State of Iowa.

Daniel E. Levi
Printed or Typed Name

Signature

Discipline: Architect
Iowa License No: 5266
Pages or Sheets covered by this seal: G1.0, A2.0, A3.0, A5.0, A7.0, A8.0
Date of Issuance: Dec. 20, 2021

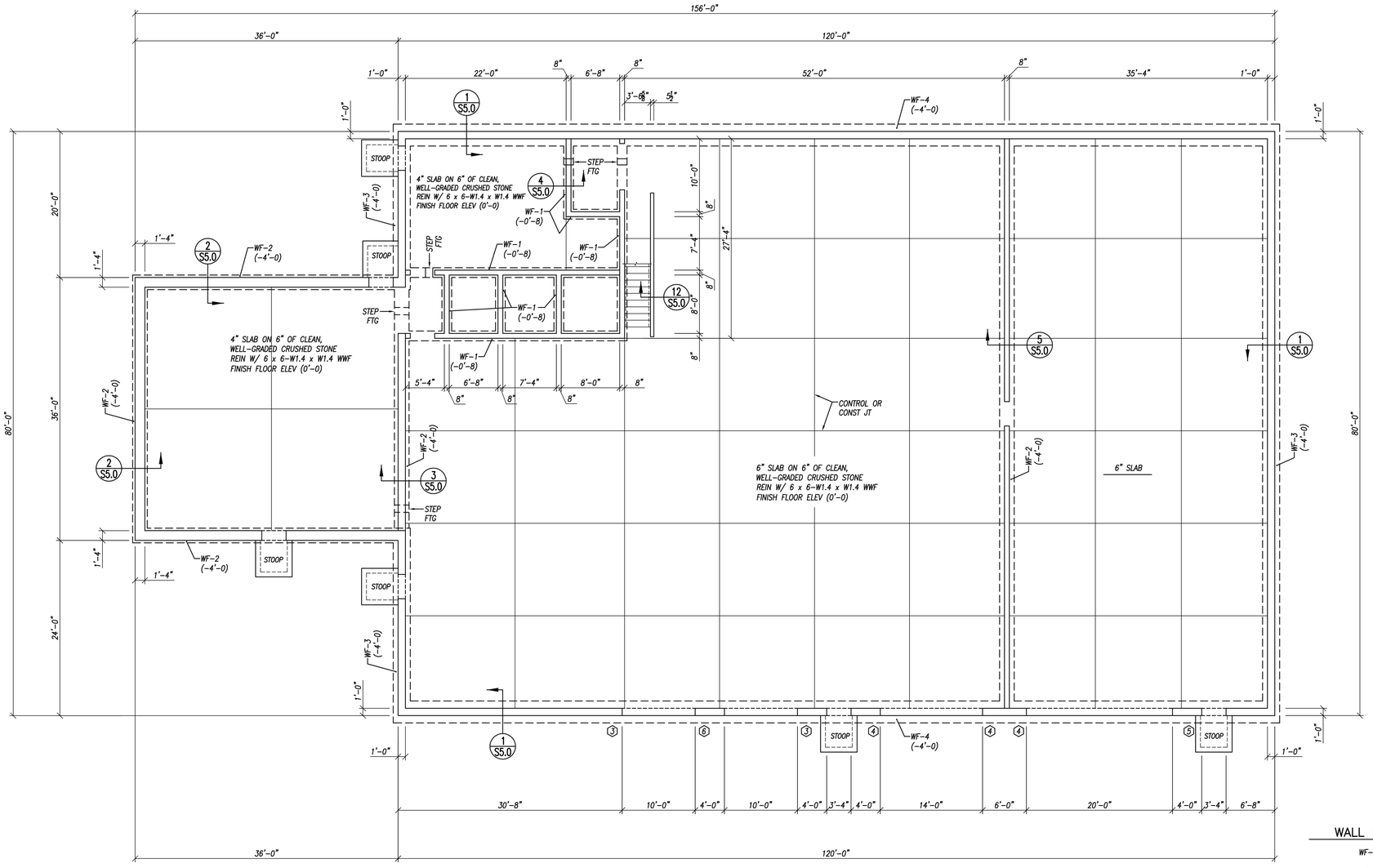
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Camenzind Building
Wagner Road
Waterloo, Iowa
Cover, Sheet Index & Location Map

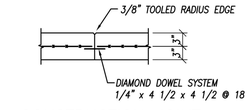
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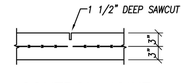


INDICATES NUMBER OF CORES TO BE REINFORCED AND GROUTED

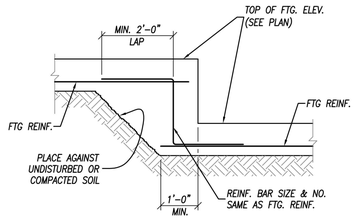
FOOTING AND FOUNDATION PLAN
SCALE: 1/8" = 1'-0"



CONSTRUCTION JOINT



CONTROL JOINT



TYPICAL STEP FOOTING
NOT TO SCALE

WALL FOOTING SCHEDULE

WF-1	1'-4 x 1'-0 CONT FTG 2-#5's CONT
WF-2	2'-0 x 1'-0 CONT FTG 2-#5's CONT
WF-3	2'-4 x 1'-0 CONT FTG 3-#5's CONT
WF-4	3'-0 x 1'-0 CONT FTG 3-#5's CONT

GENERAL STRUCTURAL NOTES

1. Design Live Loads
   - Ground snow ..... 30 PSF
   - Flat roof snow ..... 30 PSF
   - Snow exposure factor 1.0
   - Snow load importance factor 1.0
   - Thermal factor 1.0

   Wind per IBC 2018 requirements
   - V(ult) ..... 115 MPH
   - V(asd) ..... 90 MPH
   - Risk category II
   - Wind exposure C
   - Internal pressure coefficient 0.18

2. The assumed soil bearing capacity is 1500 PSF. This shall be verified by a qualified geotechnical engineer prior to placing concrete.

3. Special Inspection
   The following types of work require special inspection.
   1. Soils per note 2. above
   2. Rebar installation
   3. 10 percent of ceiling deck fasteners

4. Concrete 28 day compressive strengths
   - Footings ..... 3000 PSI
   - Slabs on grade ..... 4000 PSI

5. Reinforcing Steel
   - #3 & smaller ..... ASTM A615 Gr 40
   - #4 & larger ..... ASTM A615 Gr 60
   - Welded wire fabric ..... ASTM A185
   - Joint reinforcement ..... 9 ga wire ASTM A82

6. Structural steel ..... ASTM A36
   W shapes ..... ASTM A992

7. All welding shall conform to the latest A.W.S. specifications. Use E70XX electrodes.

8. Provide corner bars (30 X 30) at all intersections of footing and walls, same size and spacing as the horizontal reinforcing.

9. Elevations shown thus (+/-3'-0) are to the top of beams, slabs, footings, etc., unless noted otherwise.

10. The concrete masonry units to have a minimum F'm of 2800 PSI at 28 days, on the net area.

11. Use type S mortar (concrete masonry units
    Use type N mortar (clay unit masonry)
    Use proportion specifications.

12. Grout used in R.C. to have a minimum F'c of 2500 PSI at 28 days. All grout and coarse grout to be installed in accordance with IBC 2104 requirements.

13. Roof trusses shall be designed and manufactured by the supplier for the loads shown on the plans and the Structural Notes. The shop drawings shall be certified by a structural engineer licensed in the state of Iowa.

14. Exterior wall sheathing shall be:

    7/16" APA rated sheathing 24/16
    8d nails at 6" O.C. at panel edges
    8d nails at 12" O.C. at intermediate supports
    Blocking required at horizontal joints.

FLOOR SLAB NOTES

Provide 1/2" expansion joint material where a slab on grade abuts a vertical surface.

Limit area of slabs bounded by a control or construction joint to 400 square feet.

STOOP NOTES

4" slab on loose sand fill. Reinforce slab with #4's at 12" O.C. each way. #4 dowels (12 X 12) at 18" O.C. around perimeter of slab. Typical at stoops.

8" X 44" frost wall, reinforce with (2) #5's continuous top and bottom. Dowel into end walls. Typical at stoops.

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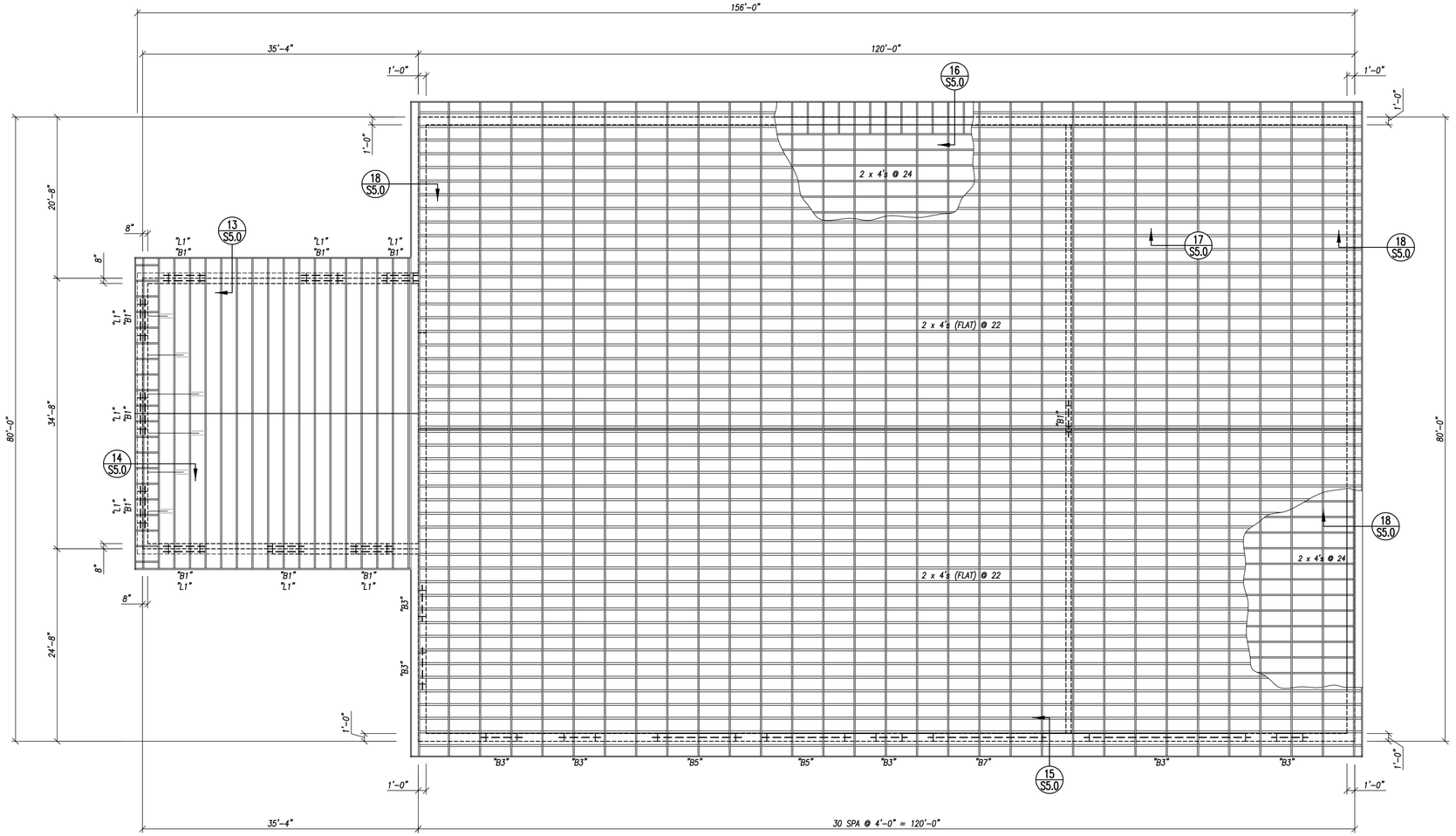
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Waterloo, Iowa
Footing and Foundation Plan

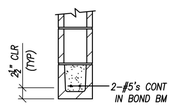
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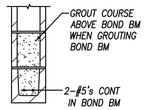
M2B Structural Engineers LLP
422 Second Avenue S.E., Suite B, Cedar Rapids, Iowa 52401-1330
Phone: 319/364-0666 Fax: 319/364-1456



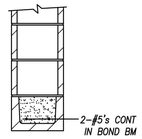
ROOF FRAMING PLAN
SCALE: 1/8" = 1'-0"



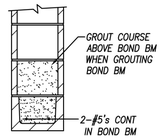
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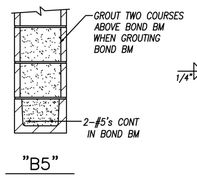
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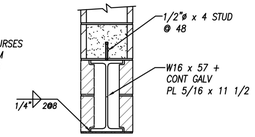
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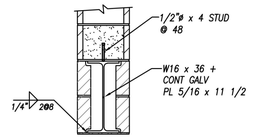
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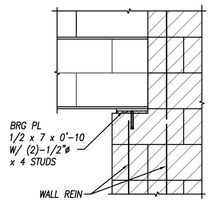
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"B6"



"B7"



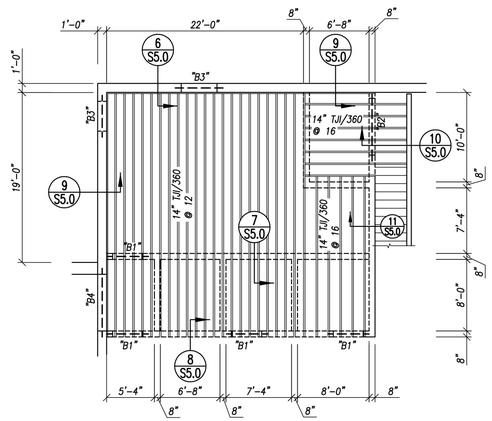
"L1" GALV L 3 1/2 x 3 1/2 x 5/16
8" BRG EA END

LOW ROOF SHEATHING NOTES

1/2" APA rated sheathing 32/16
8d nails at 6" O.C. at panel edges
8d nails at 12" O.C. at intermediate supports
Stagger joints parallel with trusses
Use metal plywood sheathing clips

Floor sheathing shall be:

3/4" T&G APA rated sheathing 48/24
10d nails at 6" O.C. at panel edges
10d nails at 10" O.C. at intermediate supports
Stagger joints parallel with joists
Glue and nail sheathing to joists



MEZZANINE FRAMING PLAN
SCALE: 1/8" = 1'-0"

UPPER ROOF CEILING SHEATHING NOTES

1/2" APA rated sheathing 32/16
8d nails at 6" O.C. at panel edges
8d nails at 12" O.C. at intermediate supports
Stagger joints parallel with trusses

ROOF TRUSS DESIGN LOADS

Top chord live load.....30 PSF
Top chord dead load.....10 PSF
Bottom chord dead load.....10 PSF
Live load deflection less than L/360

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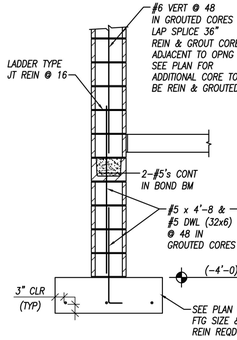
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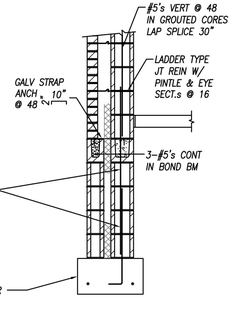
Camenzind Building
Wagner Road
Waterloo, Iowa
Mezzanine and Roof Framing Plan

S2.0

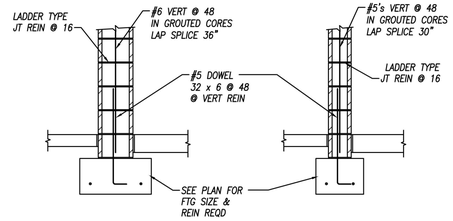
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Dec. 20, 2021



1 S5.0 SECTION
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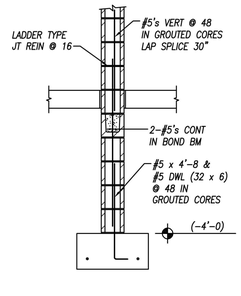


2 S5.0 SECTION
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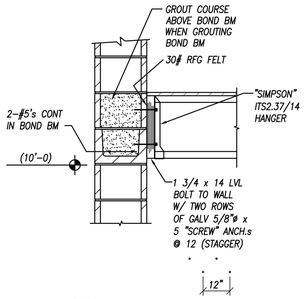


3 S5.0 SECTION
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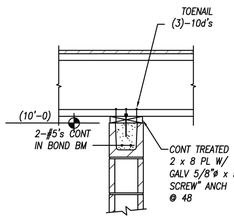
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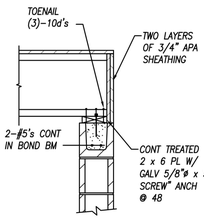
5 S5.0 SECTION
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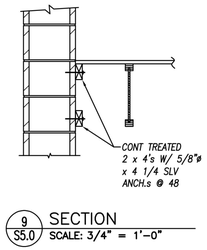
6 S5.0 SECTION
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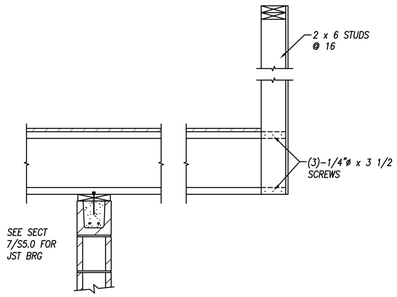
7 S5.0 SECTION
SCALE: 3/4" = 1'-0"



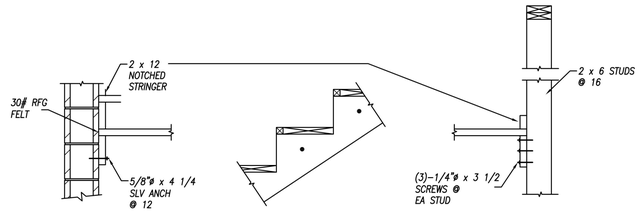
8 S5.0 SECTION
SCALE: 3/4" = 1'-0"



9 S5.0 SECTION
SCALE: 3/4" = 1'-0"

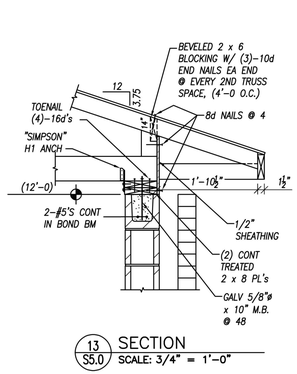


10 S5.0 SECTION
SCALE: 3/4" = 1'-0"

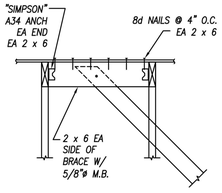


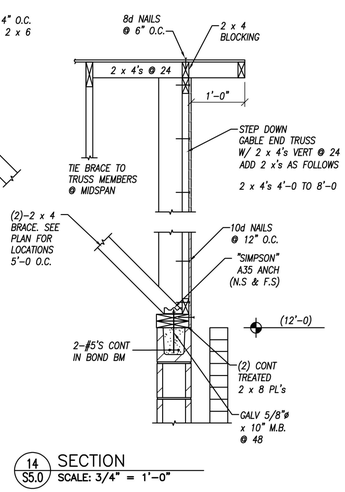
11 S5.0 SECTION
SCALE: 3/4" = 1'-0"

12 S5.0 SECTION
SCALE: 3/4" = 1'-0"

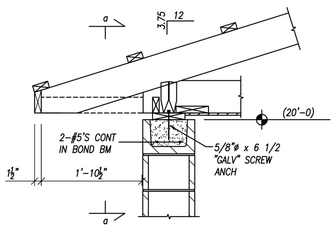


13 S5.0 SECTION
SCALE: 3/4" = 1'-0"

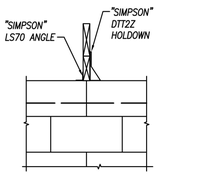




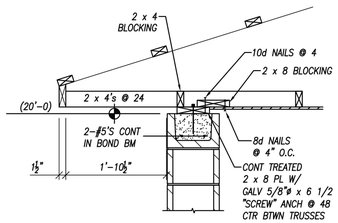
14 S5.0 SECTION
SCALE: 3/4" = 1'-0"



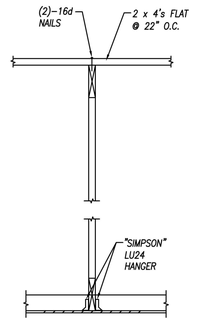
15 S5.0 SECTION
SCALE: 3/4" = 1'-0"



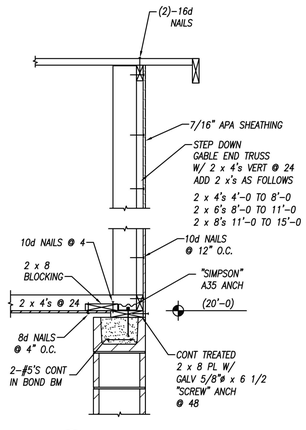
section a—a



16 S5.0 SECTION
SCALE: 3/4" = 1'-0"



17 S5.0 SECTION
SCALE: 3/4" = 1'-0"



18 S5.0 SECTION
SCALE: 3/4" = 1'-0"

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P.O. Box 1240 Cedar Falls, IA 50613
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Camenzind Building
Wagner Road
Waterloo, Iowa
Structural Details

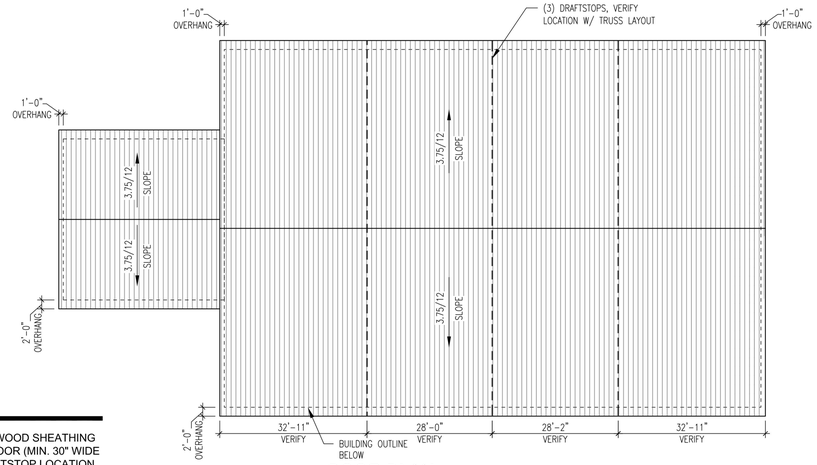
S5.0

Date:
Dec. 20, 2021

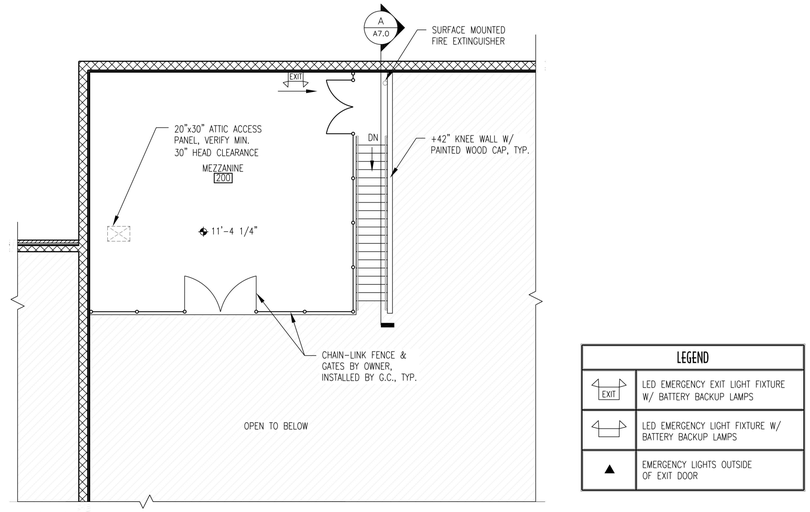
M2B Structural Engineers LLP
422 Second Avenue S.E., Suite B, Cedar Rapids, Iowa 52401-1330
Phone: 319/364-0666 Fax: 319/364-1456

ROOF NOTES

1. (3) DRAFTSTOPS SHALL BE PROVIDED W/ 1/2" WOOD SHEATHING ON ONE SIDE. PROVIDE ONE SELF-CLOSING DOOR (MIN. 30" WIDE BY 36" TALL) WITH AUTO LATCH AT EACH DRAFTSTOP LOCATION TO ALLOW FOR TRAVEL ACROSS ATTIC SPACES. VERIFY DRAFTSTOP LOCATIONS IN FIELD, NOT TO EXCEED 3,000 SF.
2. ATTIC VENTILATION TO BE VERIFIED BY OTHERS.
3. SEE MEZZANINE PLAN FOR ATTIC ACCESS LOCATION.
4. 6" K-STYLE SEAMLESS GUTTER W/ 3"x4" JUMBO DOWNSPOUTS AS REQ'D.

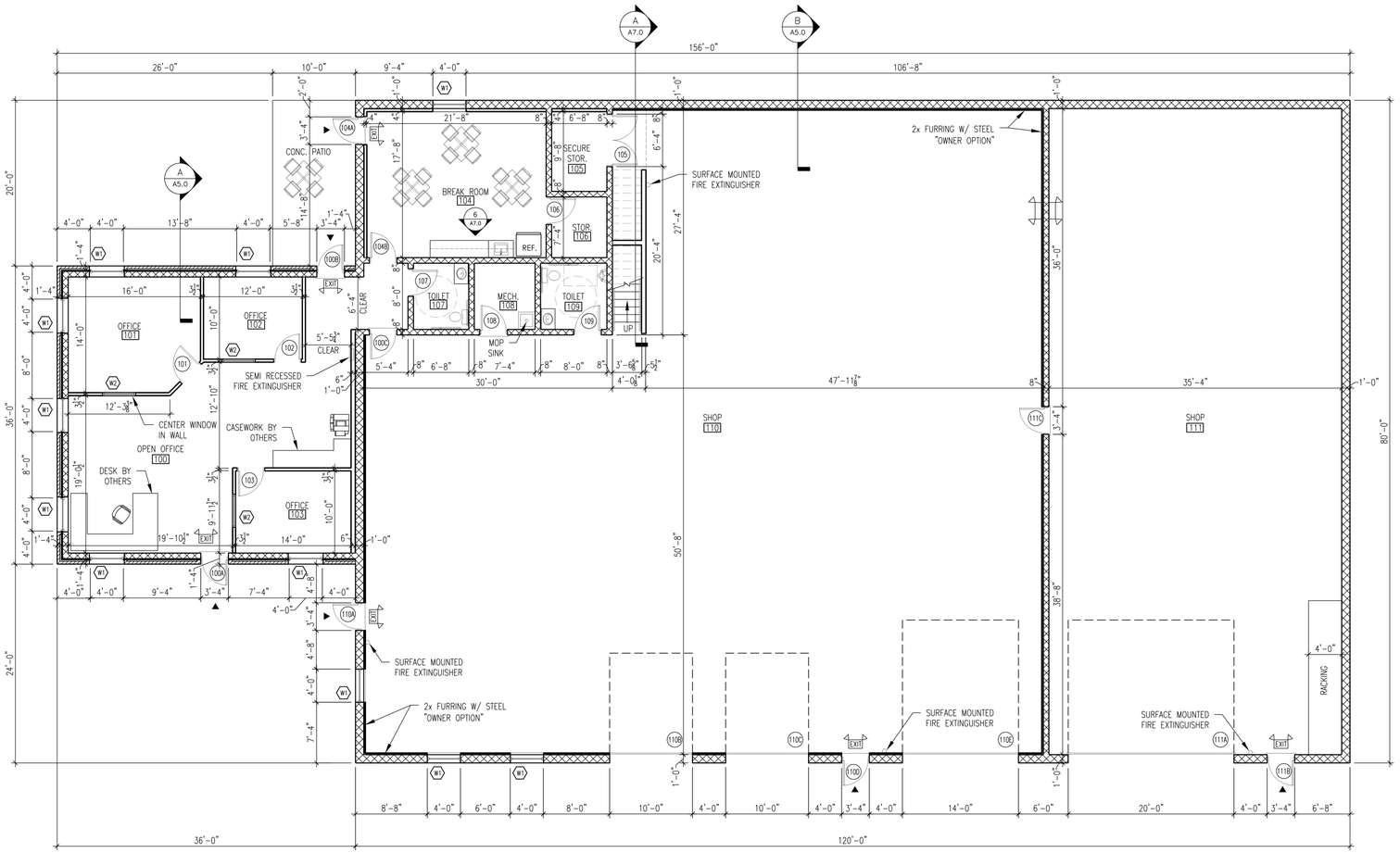


ROOF PLAN
Scale: 1/16" = 1'-0"



LEGEND	
EXIT	LED EMERGENCY EXIT LIGHT FIXTURE W/ BATTERY BACKUP LAMPS
	LED EMERGENCY LIGHT FIXTURE W/ BATTERY BACKUP LAMPS
▲	EMERGENCY LIGHTS OUTSIDE OF EXIT DOOR

MEZZANINE PLAN
Scale: 1/8" = 1'-0"



MAIN FLOOR PLAN
Scale: 1/8" = 1'-0"

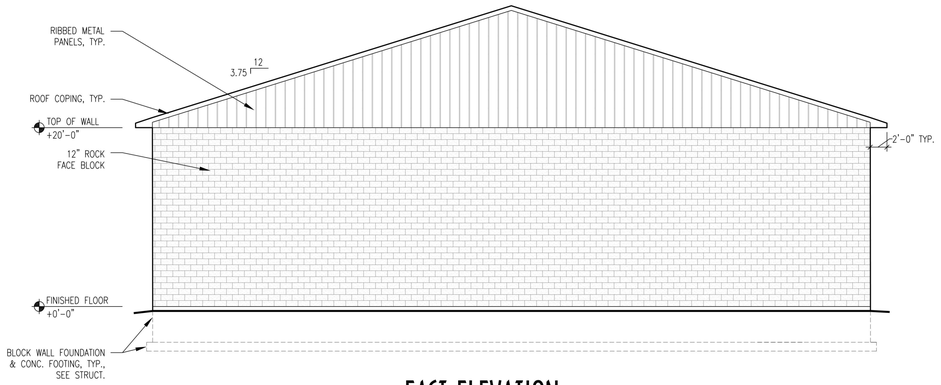
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Camenzind Building
Wagner Road
Waterloo, Iowa
Proposed Floor Plans, & Roof Plan

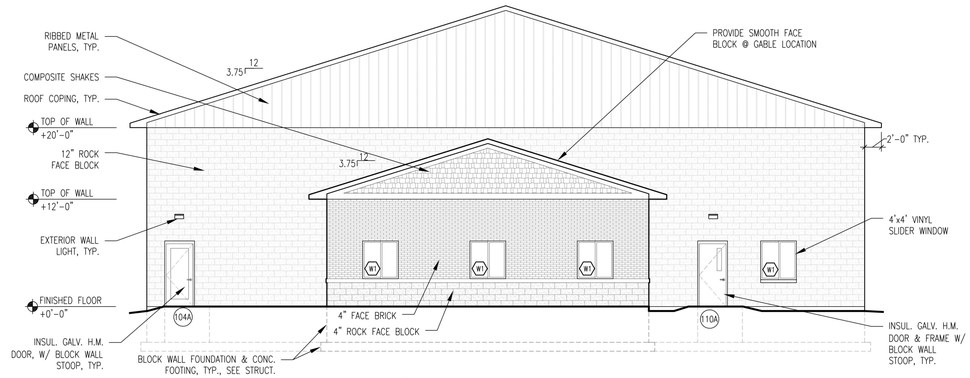
A2.0

Date:
Dec. 20, 2021



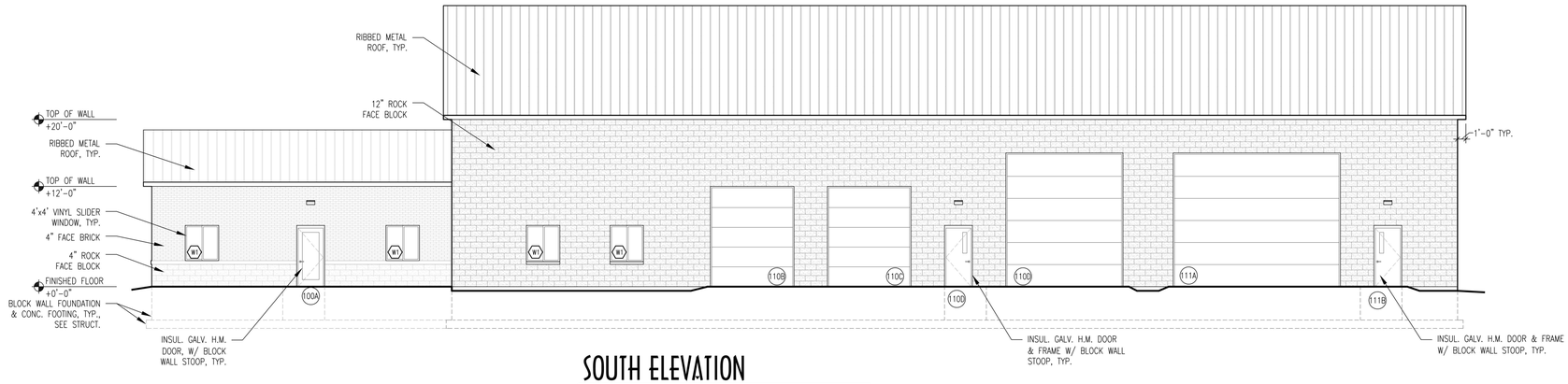
EAST ELEVATION

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



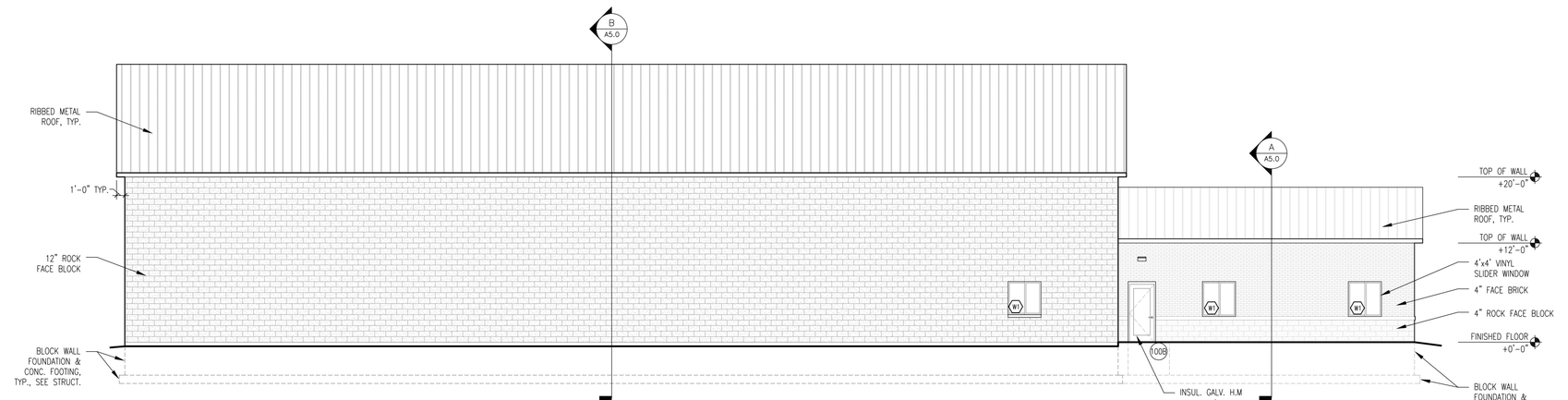
WEST ELEVATION

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



SOUTH ELEVATION

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



NORTH ELEVATION

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

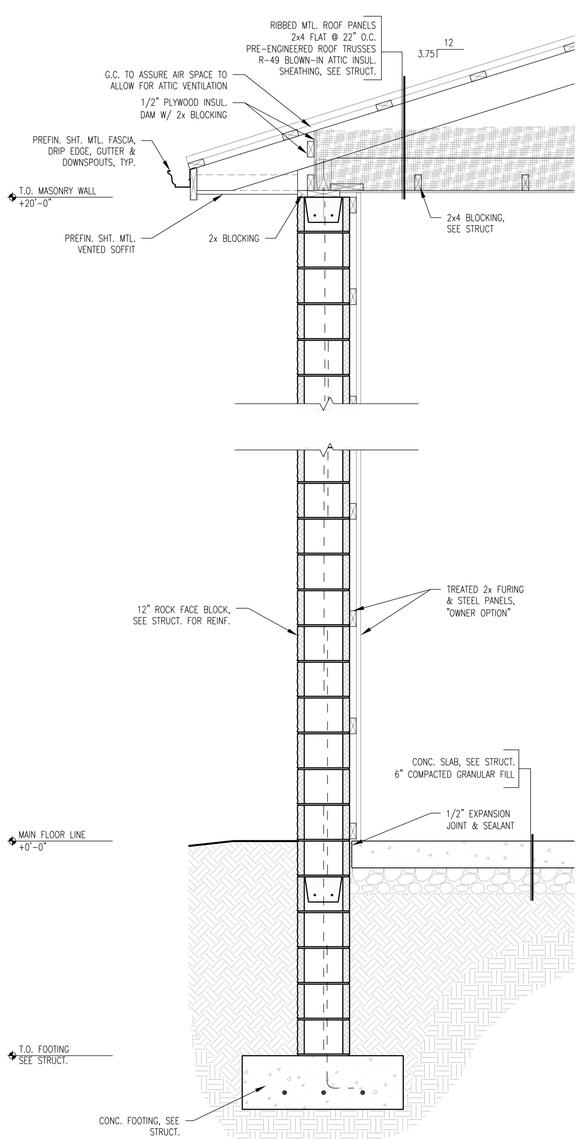
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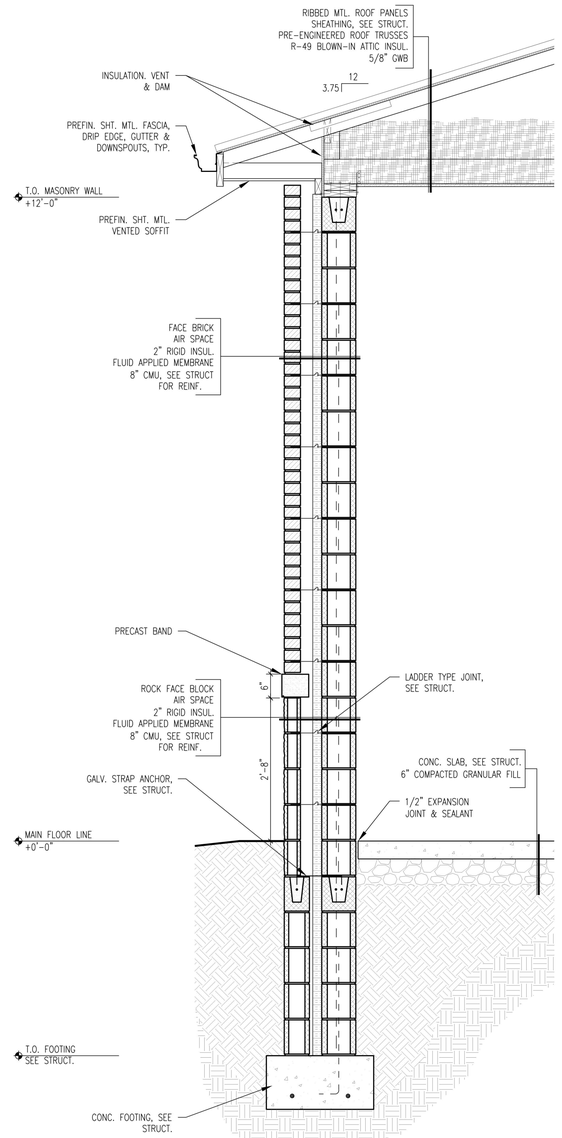
Camenzind Building
Wagner Road
Waterloo, Iowa
Exterior Elevations

A3.0

Date:
Dec. 20, 2021



B SHOP WALL SECTION
Scale: 3/4" = 1'-0"



A OFFICE WALL SECTION
Scale: 3/4" = 1'-0"

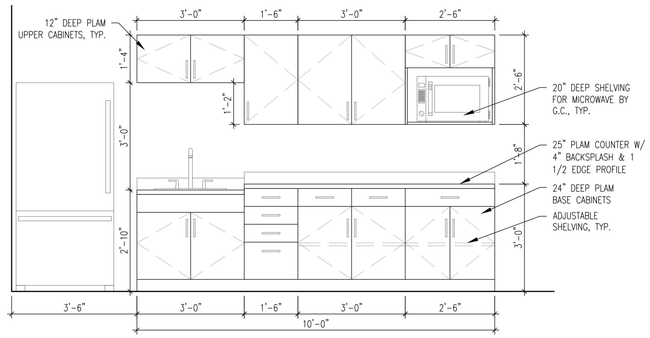
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Camenzind Building
Wagner Road
Waterloo, Iowa
Wall Sections

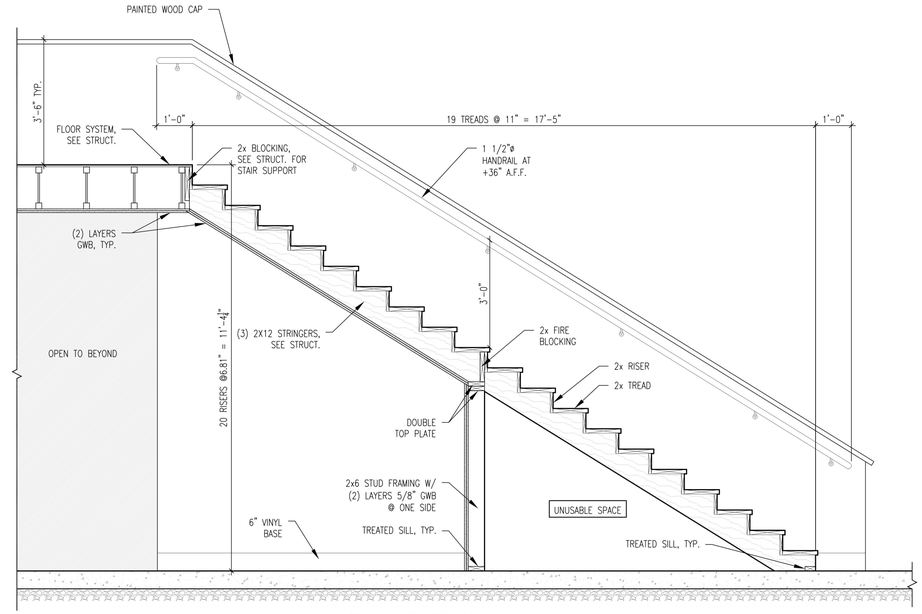
A5.0

Date:
Dec. 20, 2021



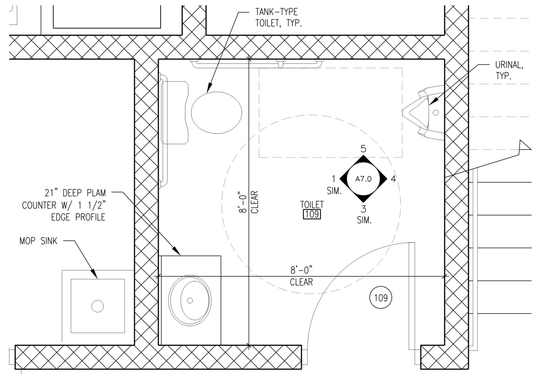
6 BREAK ROOM CASEWORK

Scale: 1/2" = 1'-0"



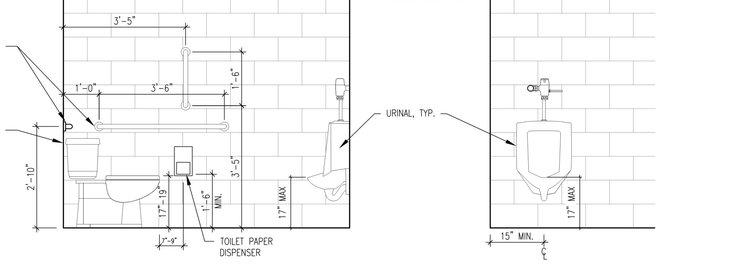
A STAIR SECTION

Scale: 1/2" = 1'-0"



ENLARGED TOILET ROOM 109

Scale: 1/2" = 1'-0"

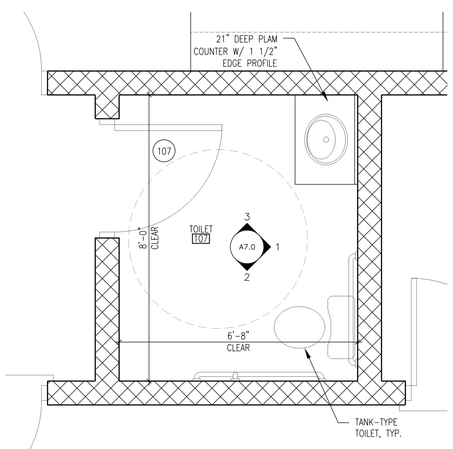


5 TOILET RM. 105 ELEVATION

Scale: 1/2" = 1'-0"

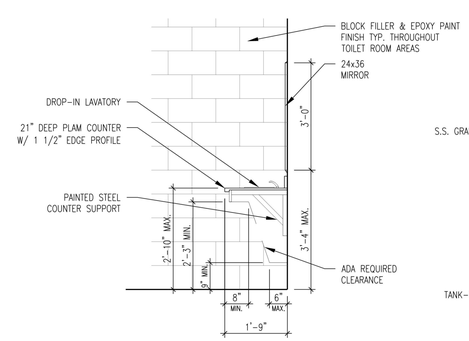
4 TYP. URINAL ELEVATION

Scale: 1/2" = 1'-0"



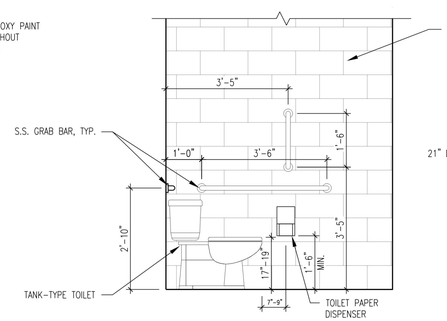
ENLARGED TOILET ROOM 107

Scale: 1/2" = 1'-0"



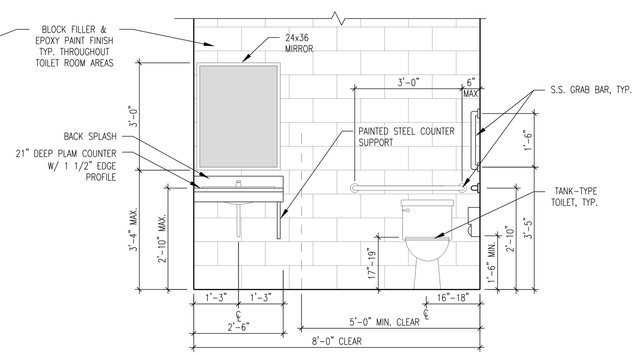
3 TYP. ADA LAVATORY ELEVATION

Scale: 1/2" = 1'-0"



2 TYP. ADA TOILET ELEVATION

Scale: 1/2" = 1'-0"



1 TYP. ADA TOILET ELEVATION

Scale: 1/2" = 1'-0"

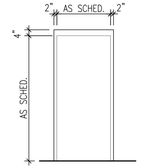
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Camenzind Building
Wagner Road
Waterloo, Iowa
Toilet Plans & Elevations, Casework, & Stair Section

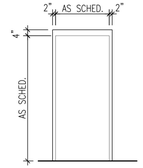
A7.0

Date:
Dec. 20, 2021



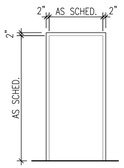
A

INSUL. GALV. HOLLOW METAL FRAME, PAINT



B

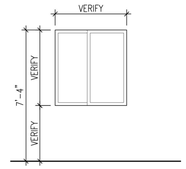
HOLLOW METAL FRAME, PAINT



C

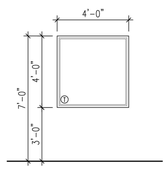
HOLLOW METAL FRAME, PAINT

FRAME TYPE



W1

SLIDER WINDOW, VERIFY SIZE W/ OWNER

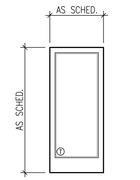


W2

1/4" TEMPERED GLAZING IN 1x FRAMING

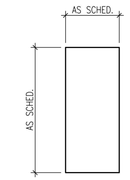
WINDOW TYPE

(T) = TEMPERED GLASS



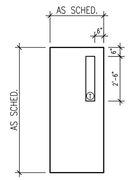
1

INSUL. GALV. H.M. DOOR W/ GLASS INSERT, MEDIUM STILE



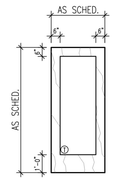
2

INSUL. GALV. HOLLOW METAL DOOR, PAINT



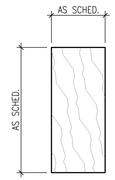
3

INSUL. GALV. HOLLOW METAL DOOR W/ GLASS INSERT, PAINT



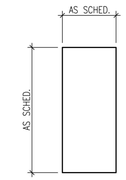
4

INTERIOR SOLID CORE WOOD DOOR W/ GLASS INSERT, MEDIUM STILE



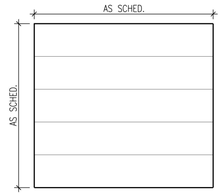
5

INTERIOR SOLID CORE WOOD DOOR



6

HOLLOW METAL DOOR, PAINT



7

INSULATED OVERHEAD STEEL DOOR

DOOR TYPE

(T) = TEMPERED GLASS

DOOR SCHEDULE

NUMBER	DOOR & FRAME: DOOR WIDTH	DOOR HEIGHT	DOOR TYPE	FRAME TYPE	LOCKSET TYPE: PASSAGE FUNCTION LATCH SET	PRIVACY FUNCTION LOCKSET	OFFICE FUNCTION LOCKSET	STOREROOM FUNCTION LOCKSET	PANIC-TYPE EXIT DEVICE	ENTRANCE FUNCTION LOCKSET	PUSH PLATE & PULL HANDLE	MISC. HARDWARE: NO. OF PAIRS OF BUTT HINGES	RAIN GUARD @ HEAD JAMB	SMOKE SEAL(FOR ACOUS. PURPOSES ONLY)	WALL STOP	EXTERIOR LATCH PLATE GUARD	FLUSH BOLTS	CLOSER	CLOSER W/ OVERHEAD STOP	OVERHEAD STOP	KICKDOWN	WEATHER SEAL	KICKPLATE	THRESHOLD	DOOR SWEEP	NOTES
100A	3'-0"	7'-0"	1	A						●		1 1/2	●						●			●	●	●	●	
100B	3'-0"	7'-0"	1	A						●		1 1/2	●						●			●	●	●	●	
100C	3'-0"	7'-0"	3	A						●		1 1/2		●	●			●					●	●	●	
101	3'-0"	7'-0"	4	C			●					1 1/2		●						●						
102	3'-0"	7'-0"	4	C			●					1 1/2		●	●											
103	3'-0"	7'-0"	4	C			●					1 1/2		●	●											
104A	3'-0"	7'-0"	1	A						●		1 1/2	●						●			●	●	●	●	
104B	3'-0"	7'-0"	4	B							●	1 1/2		●	●			●			●		●			
105	3'-0" PAIR	7'-0"	2	A				●				3					●			●						PROVIDE SILENCERS
106	3'-0"	7'-0"	5	B						●		1 1/2			●											PROVIDE SILENCERS
107	3'-0"	7'-0"	5	B	●							1 1/2		●	●											PROVIDE OCCUPANCY INDICATOR THUMB TURN
108	3'-0"	7'-0"	2	A						●		1 1/2			●			●				●	●	●	●	
109	3'-0"	7'-0"	2	A	●							1 1/2			●			●				●	●	●	●	PROVIDE OCCUPANCY INDICATOR THUMB TURN
110A	3'-0"	7'-0"	3	A						●		1 1/2	●						●			●	●	●	●	
110B	10'-0"	10'-0"	7	–								–														INSULATED O.H. DOOR
110C	10'-0"	10'-0"	7	–								–														INSULATED O.H. DOOR
110D	3'-0"	7'-0"	3	A						●		1 1/2	●						●			●	●	●	●	
110E	14'-0"	16'-0"	7	–								–														INSULATED O.H. DOOR
111A	20'-0"	16'-0"	7	–								–														INSULATED O.H. DOOR
111B	3'-0"	7'-0"	3	A						●		1 1/2	●						●			●	●	●	●	
111C	3'-0"	7'-0"	3	A						●		1 1/2							●				●	●	●	

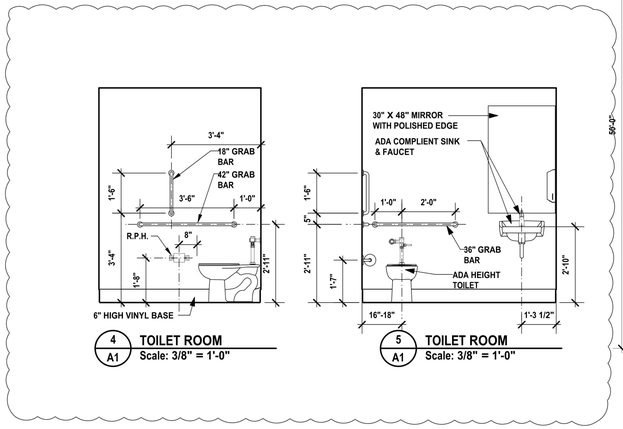
LEVI ARCHITECTURE
P.O. Box 1240 Cedar Falls, IA 50613
319.277.5636 319.277.5639 fax
www.leviarchitecture.com

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Camenzind Building
Wagner Road
Waterloo, Iowa
Opening Schedule

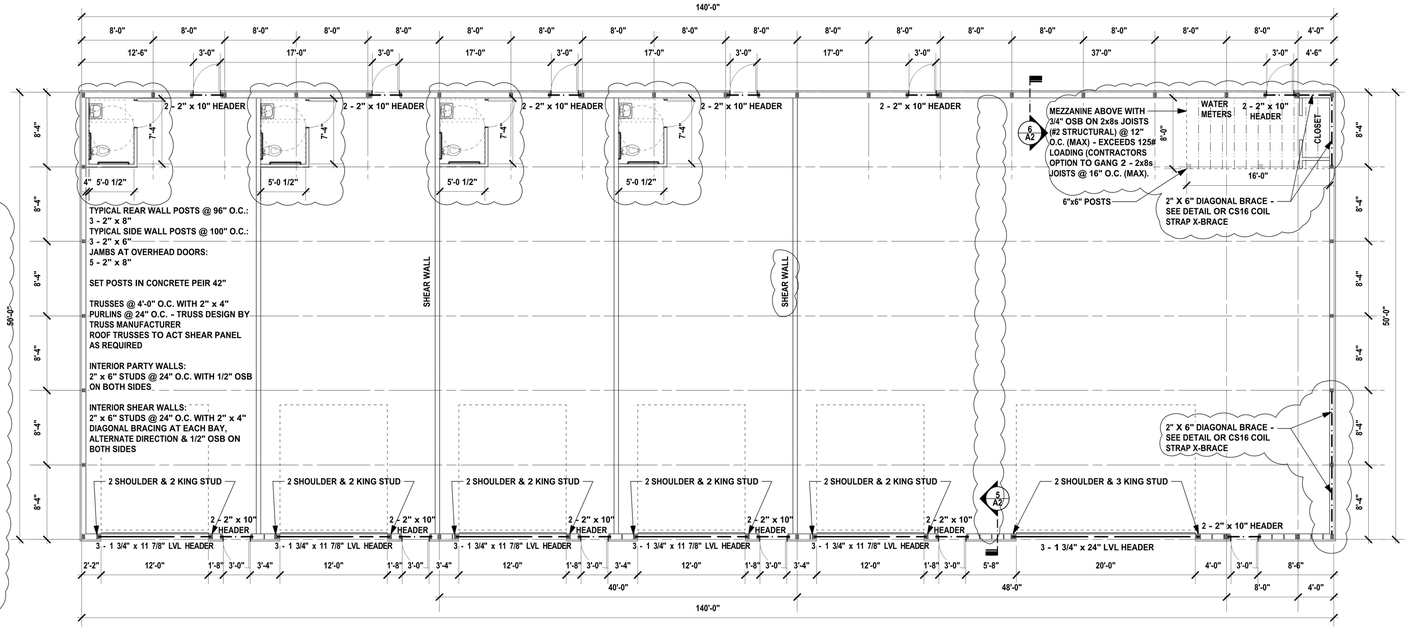
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Date:
Dec. 20, 2021

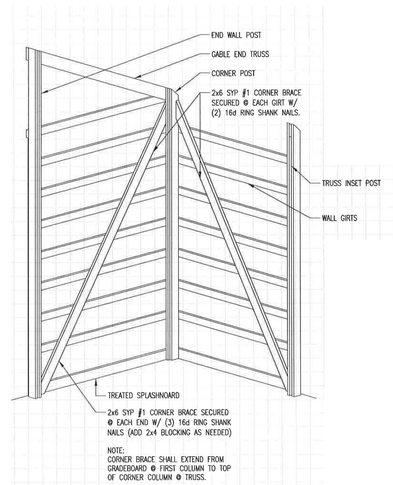


4 A1 **TOILET ROOM**
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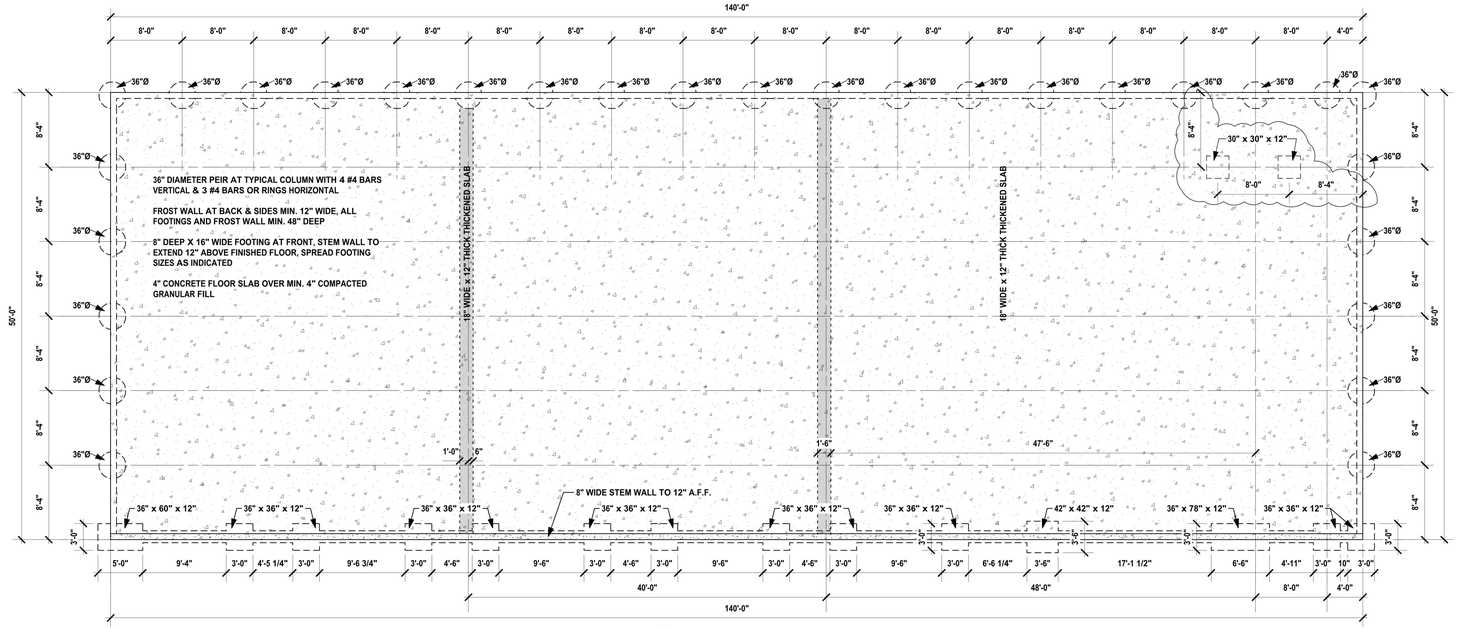
5 A1 **TOILET ROOM**
Scale: 3/8" = 1'-0"



2 A1 **FLOOR PLAN**
Scale: 1/8" = 1'-0"



3 A1 **CORNER BRACE DETAIL**
SCALE: NOT TO SCALE



1 A1 **FOUNDATION PLAN**
Scale: 1/8" = 1'-0"

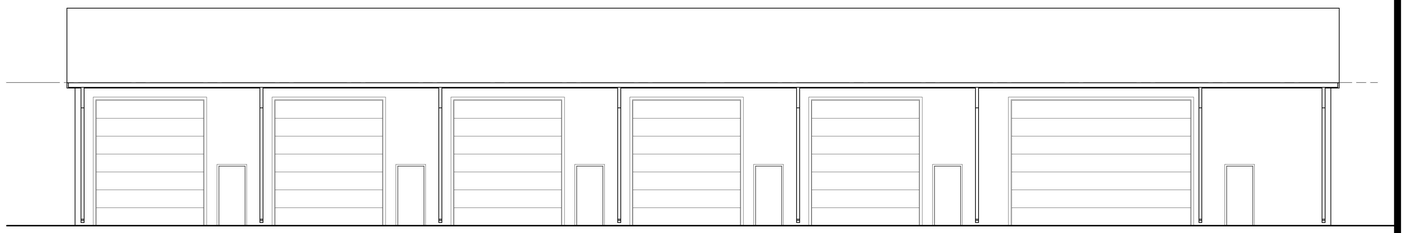
New Pole Barn for:
McWing Siutes
Riders Road, Hudson, IA

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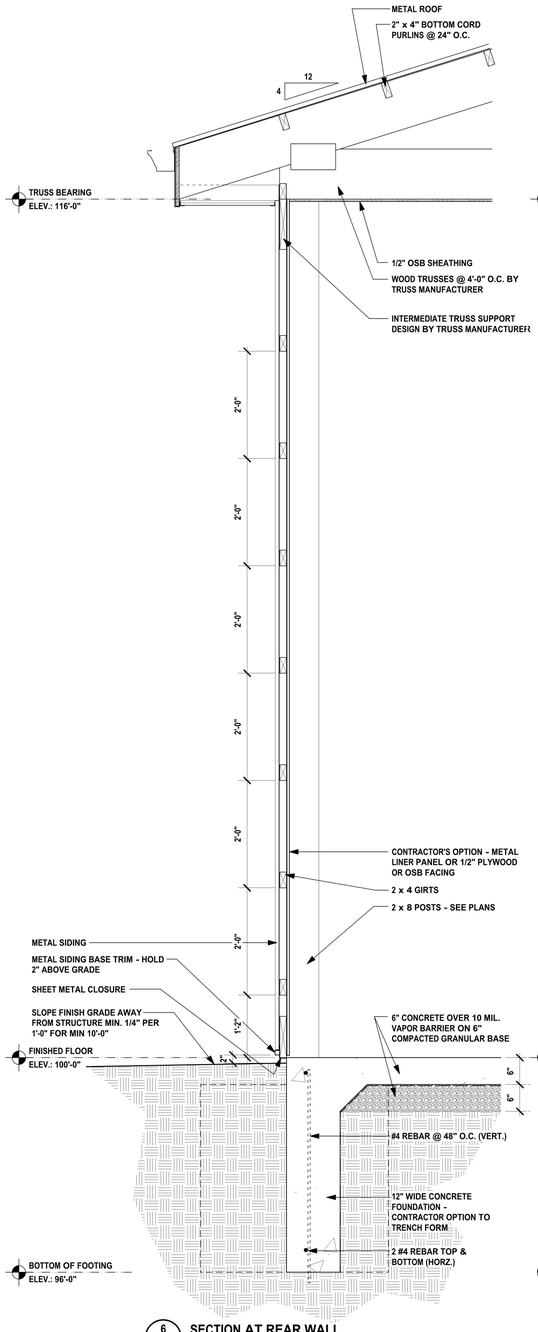
R. Wayne Williamson, Architect
2328 Erik Road, Cedar Falls, Iowa 50613 319-939-3846

Date		Description of Revision
	◀	

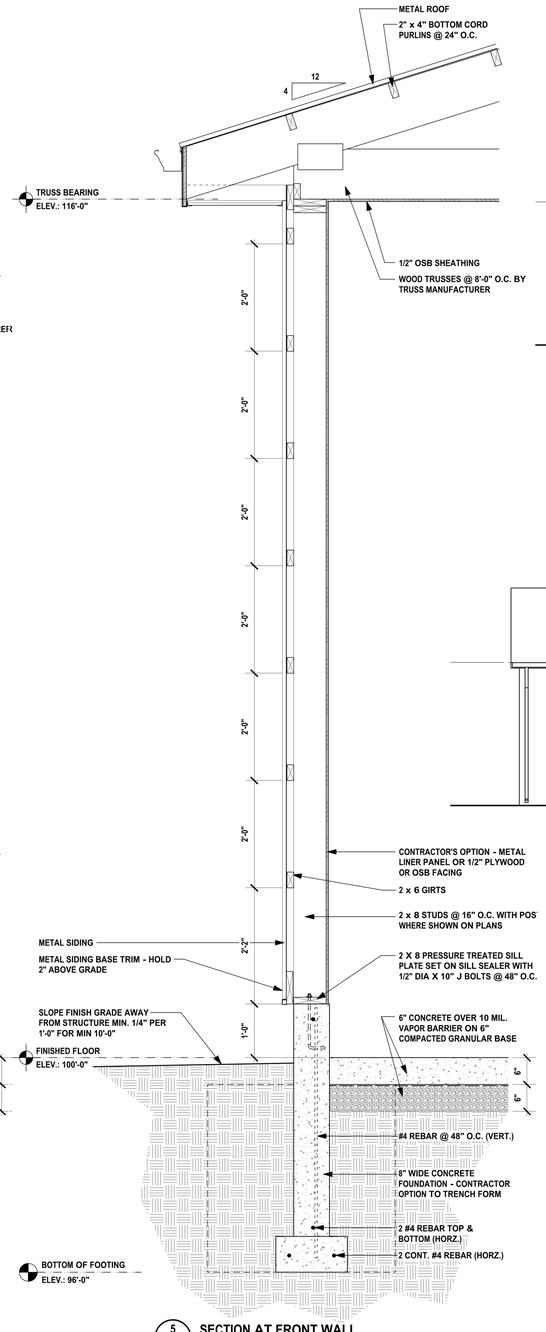
Project Number: 0170035
CAD File Name: E:\Panter Builders\Fosters Mattress-Ninja
Drawn By: RWW | Checked By: RWW
Sheet Name: FOUNDATION PLAN & FLOOR PLAN
Sheet Number: A1
Copyright R. Wayne Williamson, AIA
Date: 7-23-18



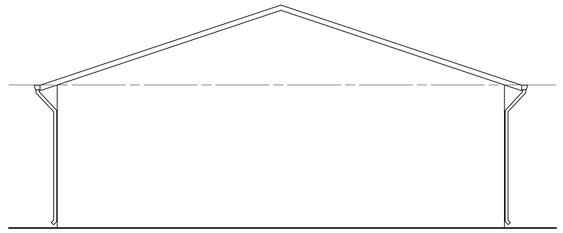
1 A2 **FRONT ELEVATION**
Scale: 1/8" = 1'-0"



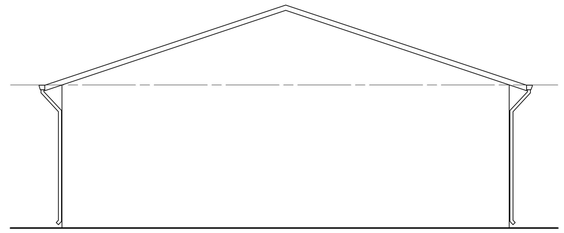
6 A2 **SECTION AT REAR WALL**
Scale: 3/4" = 1'-0"



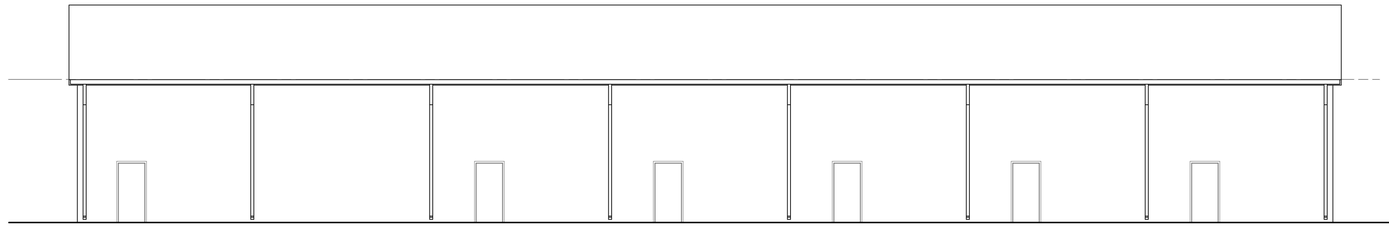
5 A2 **SECTION AT FRONT WALL**
Scale: 3/4" = 1'-0"



3 A2 **SIDE ELEVATION**
Scale: 1/8" = 1'-0"



2 A2 **SIDE ELEVATION**
Scale: 1/8" = 1'-0"



4 A2 **REAR ELEVATION**
Scale: 1/8" = 1'-0"

New Pole Barn for:
McWing Siutes
Riders Road, Hudson, IA

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R. Wayne Williamson, Architect
2328 Erik Road, Cedar Falls, Iowa 50613 319-939-3846

Description of Revision | Date

Project Number
0170035

CAD File Name
E:/Panter Builders/Fosters Mattress-Ninja

Drawn By	Checked By
RWW	RWW

Sheet Name
ELEVATIONS & SECTIONS

Sheet Number
A2

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Date: 7-23-18

CITY OF WATERLOO

Council Communication

Resolution designating $4.5 Million in City Matching Funds for the Transforming Gates and Byrnes Parks Project.

City Council Meeting: 8/1/2022
Prepared: 7/26/2022

ATTACHMENTS:

	Description	Type
	CAT grant application	Cover Memo
	Presentation	Backup Material

SUBJECT:	Resolution designating $4.5 Million in City Matching Funds for the Transforming Gates and Byrnes Parks Project.
Submitted by:	Submitted By: Paul Huting, Leisure Services Director
Recommended Action:	Recommend Approval
Summary Statement:	Leisure Services had submitted an application to the State of Iowa Economic Development Authority for a $1 million Community Attraction and Tourism (CAT) grant for the Transforming of Gates and Byrnes Parks project. The EDA requires that City Council commit $4.5 million to the project. This would be funded through the CIP program over the next 2 years. Over $8.5 million has already been committed by Black Hawk County Gaming Association, McElroy Trust, and Otto Schoitz Foundation. Black Hawk County Supervisors have committed to a $50,000 match for the CAT grant.

Expenditure Required/Source of $4.5 million in bond funding over the next 2 years
Funds:

ENHANCE IOWA

COMMUNITY ATTRACTION AND TOURISM

IOWA economic development

FY2023

PROGRAM OVERVIEW

The Community Attraction and Tourism (CAT) program assists communities in the development and creation of multiple purpose attraction or tourism facilities. CAT awards can help position a community to take advantage of economic development opportunities in tourism and strengthen a community's competitiveness as a place to work and live.

This document contains instructions and guidelines for preparing a complete application. Applications are received by the Iowa Economic Development Authority (IEDA) and reviewed by the Enhance Iowa Board. Please contact Alaina Santizo or Maicie Pohlman at enhanceiowa@iowaeda.com with questions.

Applicants

Eligible applicants include a city, county, public organization, or school district in cooperation with a city or county. "Public organization" means a not-for-profit economic development or other not-for-profit organization that sponsors or supports community or tourism attractions and activities. Any of these entities may co-apply; if a school district applies, they must do so as a co-applicant. The applicant should be the intended entity to contract with the Enhance Iowa Board to receive CAT funds and undertake the funded activity.

Projects

Eligible CAT projects must primarily be vertical infrastructure with a demonstrated substantial regional or statewide economic impact. "Vertical infrastructure" means land acquisition and construction, major renovation and major repair of buildings, all appurtenant structures, utilities, site development, and recreational trails.

CAT projects may include but are not limited to the following: museums, theme parks, cultural and recreational centers, recreational trails, heritage attractions, sports arenas, and other attractions. "Attraction" means a permanently located recreational, cultural, educational, or entertainment activity that is available to the general public.

Work that has been started prior to the potential CAT Award date, except the acquisition of real estate, is ineligible for grant funding and must be disclosed in the application or excluded. This includes architectural fees, engineering fees, site preparation, etc. If construction has started on your project, please contact the Program Manager before applying.

CAT Awards

Historically, CAT awards have been between 10-20% of total project costs. The Enhance Iowa Board has an award cap policy of $1 million, and typically does not make an award of more than 20% of project costs. Most recent CAT awards have averaged 15% of total project cost. CAT awards are "last dollar in," which means the Enhance Iowa Board will not make an award until the applicant has raised all or most of its fundraising match.

Fundraising Match

Applicants must document at least 65% of the total project cost has been raised prior to applying. This must be in the form of cash donations or pledges. Financing and loans cannot be used to reach the 65% fundraising threshold. Previously spent funds do not count as match. Other state funds cannot be attributed to the fundraising total until the applicant has raised 50% of the total project cost. Up to 25% of an applicant's fundraising match may be made up of documented in-kind donations. To be competitive, it is recommended applicants have 70-80% of the total project cost raised prior to applying.

The Enhance Iowa Board requires each application to have cash contributions from the city and the county in which the project will be located. The Enhance Iowa Board also requires cash contributions from both businesses and individuals.

Security and Contracts
The Enhance Iowa Board reserves the right to negotiate the amount, terms, and other conditions of a grant prior to making a CAT award. Following notification of an award, a grant agreement specifying further terms and conditions will be executed.

The Enhance Iowa Board will not make a CAT award if it is determined any representation, warranty, or statement made in connection with this application is incorrect, false, misleading, or erroneous in any material respect. If the Enhance Iowa Board provided an award prior to discovery of the incorrect, false, or misleading representation, the Enhance Iowa Board may initiate legal action to recover the CAT funds.

Allocation of Funds
One-third of the funds available through the CAT program shall be allocated to projects in cities with populations of 10,000 or less and/or in counties that are among the 33 least populated counties in Iowa. If any portion of these funds has not been awarded by April 1, the funds shall be available for any community or county in the state. (The smaller population areas are not limited to one-third of the funding.)

Deadlines for Application Submission
Applications are due electronically on July 15, 2022, and January 15, 2023. If funds are available for subsequent applications, IEDA will announce future application deadlines. In order to be considered for funding, submit an electronic version of the application to enhanceiowa@iowaeda.com on or before the stated deadline.

Evaluation of CAT Applications
Applications to the CAT program are evaluated in two stages:

Stage 1 – Eligibility
Threshold eligibility requirements are evaluated by staff and include:

- Eligible Applicant
- Benefits
- Local Support
- Vertical Infrastructure
- Fundraising

Stage 2 – Evaluation
Applications that clear staff review will be invited to present to the Enhance Iowa Board. Applications remain before the Enhance Iowa Board's CAT Review Committee until the Committee is confident the applicant can close any remaining fundraising gap within a given timeframe (usually 30-60 days). The Enhance Iowa Board will use the following factors to determine the level of assistance once the eligibility guidelines have been met:

- Breadth of fundraising
  - A broader base of fundraising support will be considered more favorably
  - Range of size and scope of funding sources will be considered
- Community/Regional/Statewide Impact
  - A larger award will be considered when the project has an impact that goes beyond the local community
- Catalyst for additional development
  - The ability for the project to spur additional development will be viewed favorably
- Sustainability
  - Consideration will be given to the feasibility and sustainability of the proposed project.

GENERAL APPLICATION INSTRUCTIONS

Read these instructions carefully before completing the application. Refer to the CAT Administrative Rules (Chapter 261.211) as necessary to ensure compliance with CAT program requirements. Inaccurate information may disqualify the application from consideration.

1. Submit a Notice of Intent to Apply found at https://www.iowaeconomicdevelopment.com/Enhanceiowa

2. Use clear and concise language in the application narratives.

3. Submit one electronic version of the application. This can be provided using a USB Flash Drive or emailing the document to enhanceiowa@iowaeda.com. IEDA staff will make every effort to accept other forms of electronic application delivery. A tabbed PDF document is preferred.

4. At least 65% of total project costs must be raised upon application. If less than 65% is documented, the application will be disqualified. ***75% RAISED AS OF 7-15-22***

5. Each application must document contributions from the city and the county where the project will be located as well as private sources. Use the **FY23 Donor & Fundraising Spreadsheet** Template – failure to use template could result in disqualification of application.

6. If you have questions about the application, please contact the Program Manager at enhanceiowa@iowaeda.com.

SECTION 1 – PROJECT INFORMATION AND ELIGIBILITY

Name of Project: Transforming Gates and Byrnes Parks Project Date Submitted: July 15, 2022

Organization: City of Waterloo Leisure Services Commission

Organization Type: X City ☐ County ☐ Non-profit organization

Address: 1101 Campbell Avenue

City: Waterloo State: Iowa Zip Code: 50701

Contact Person: Paul Huting Title: Leisure Services Director

Telephone: (319) 291-4370 Email: paul .huting@waterloo-ia.org

Federal Identification Number 42-600-5327

County: Black Hawk City Population 67,671

Does the applicant commit to pay least 50% of the costs of a standard medical insurance plan for all full-time employees working at the completed project? x YES ☐ NO

Project relates to (check one or more):
☐ Cultural Activity x Recreation ☐ Education ☐ Entertainment

Anticipated Construction Start Date: October 15, 2022

Anticipated Opening Date: June 15, 2024

CAT Request $ 1,000,000 Total Project Budget $ 17,494,519

Project Address (if different from above): 1) Gates Park, 620 E. Donald St. Waterloo, Iowa 50703 and 2) Byrnes Park, 801 Campbell Ave., Waterloo Iowa 50701

Co-applicant (if applicable)

Organization: Not Applicable

Address:

City: State: Zip Code:

Contact Person: Title:

Telephone: Email:

Federal Identification Number: 42-600-5327

Project Description

The proposed project must be primarily vertical infrastructure. "Vertical infrastructure" means land acquisition and construction, major renovation and major repair of buildings, all appurtenant structures, utilities, site development, and recreational trails. It does NOT include routine, recurring maintenance, or operational expenses or leasing of a building, appurtenant structure, or utility without a lease-purchase agreement. This requirement does not mean that all elements of the project must meet the definition of vertical infrastructure, nor does it mean that only those elements involving vertical infrastructure are eligible for financial assistance. The amount of financial assistance provided, if any, will be determined based on other criteria.

Describe the project, including the vertical infrastructure components and anticipated uses. If this project is a phase of a larger project, please state its relationship to that project. Note: required attachments including renderings and/or photos illustrating the proposed project - 3B

Transforming Gates and Byrnes Parks

The City of Waterloo Leisure Services Commission is moving forward with an exciting campaign to transform Waterloo's two "anchor parks". Major improvements are planned for Gates Park and Byrnes Park.

A recent aquatics master plan study has determined that the outdoor swimming pools at both parks are failing. These aluminum pools are 42 years old and heavily corroded. Aquatic consultants performed a detailed evaluation of the pools and have deemed them to be past their useful life expectancy.

Ballard King and Associates of Highlands Ranch Colorado was retained for the Aquatics Master Plan, and Ritland + Kuiper Landscape Architects of Waterloo developed the Gates Park Master Plan after public input received by Ballard King identified the need for a more comprehensive look at ways to improve Gates Park. Detailed public input was received from the Gates Park Focus Group as the Gates Park Master Plan was developed.

Features planned for **Gates Park** include a splash pad, inclusion park, amphitheater, lighted basketball courts surrounded by a roller skating track ,future sculpture garden with pollinator/prairie plantings, renovated soccer field, and more. It is estimated that $8 million would be invested to completely transform this park.

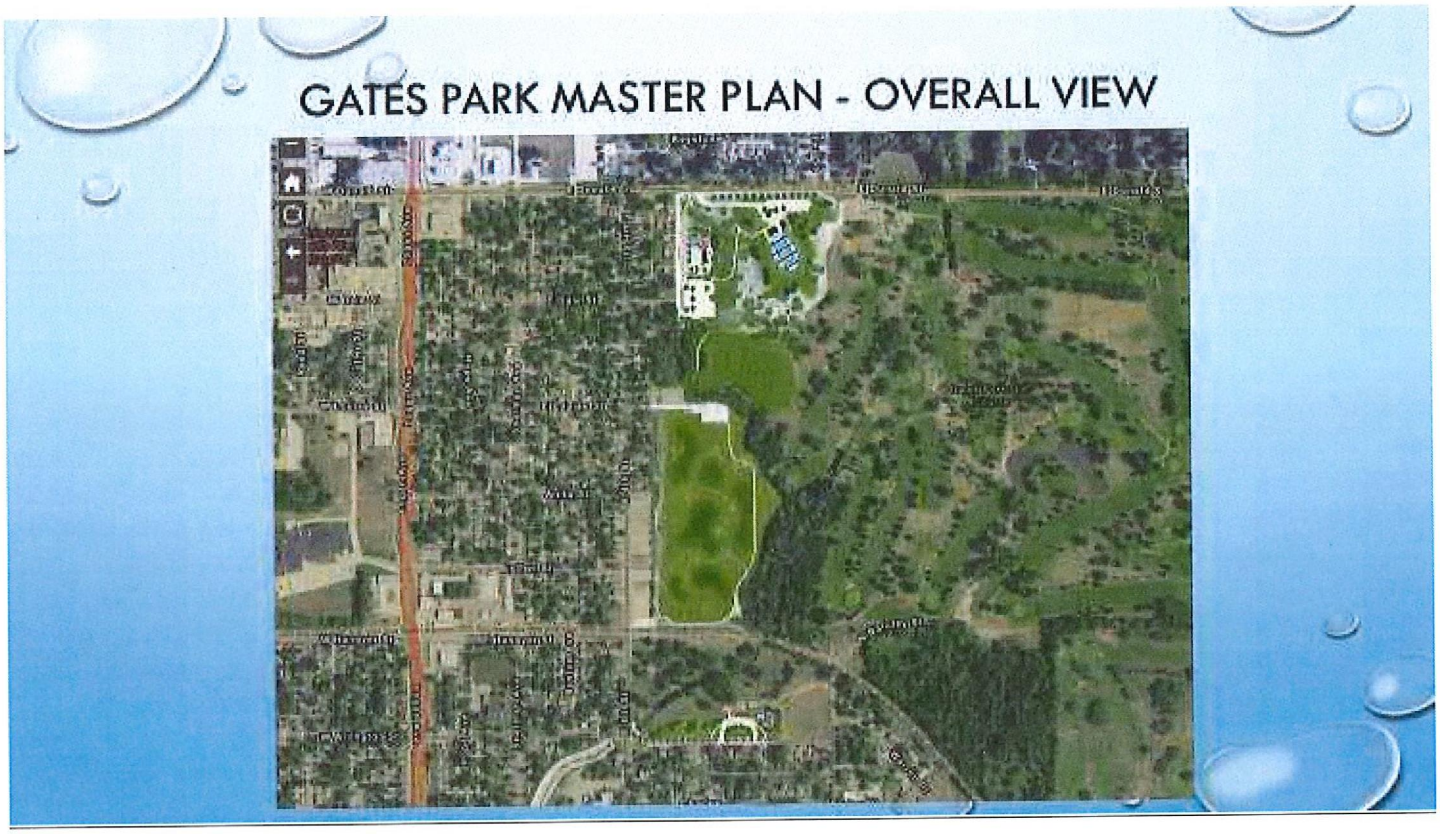
At **Byrnes Park** the pool would be replaced by a new aquatic center featuring a slide tower, 25-yard lap pool, zero depth entry pool with play and instructional area. Also included would be a new bathhouse and mechanical building. This investment level at Byrnes was initially estimated to be approximately $8 million but a recent cost opinion (included) from InVision Architecture has revised that estimate to approximately $9.5 million due to changing market conditions.

Master plan recommendations for transforming Gates and Byrnes Parks were formally approved by the Waterloo Leisure Services Commission and the Waterloo City Council early in 2022.

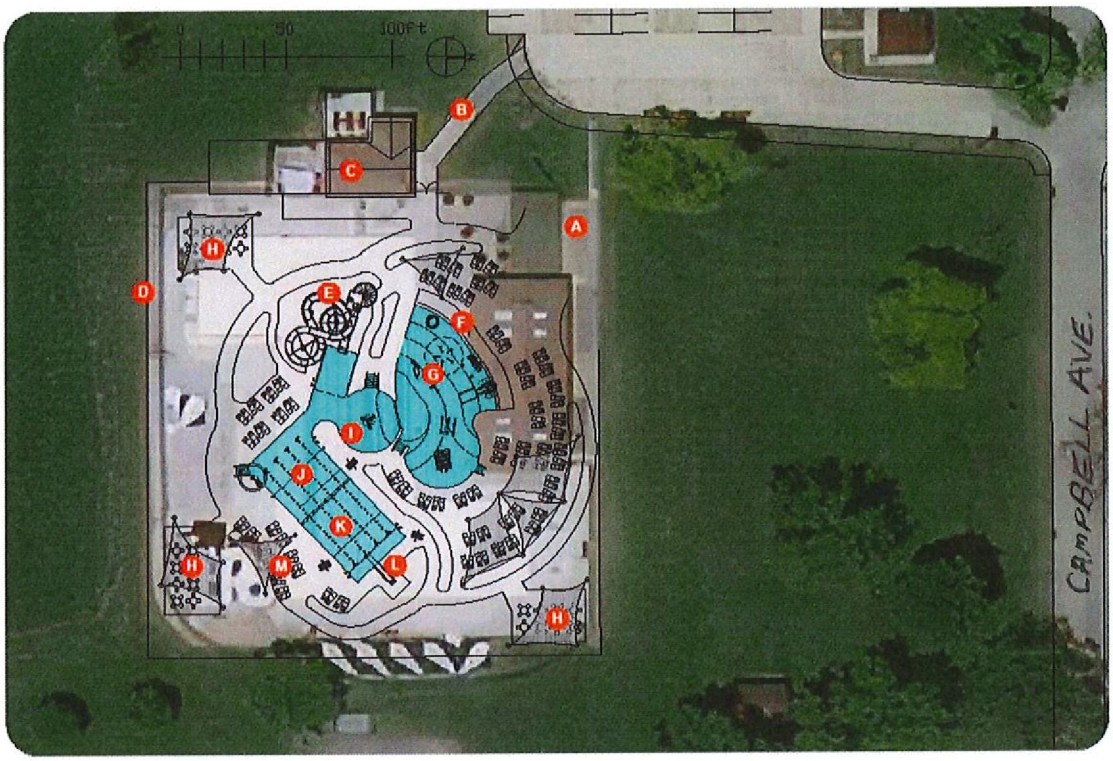
Project presentations have been well received by local funders and significant investment commitments have already been made. A grass roots fundraising campaign has begun in partnership with the Waterloo Community Foundation.

A detailed power point presentation will be included with this application. A few images are being inserted with this description.

Design contracts have been approved with Ritland + Kuiper for Gates Park and with InVision Architecture for Byrnes Park. CAT grant funds, if received, would not be utilized for design expenses.



BYRNES PARK OUTDOOR AQUATICS - WATERLOO, IA | CONCEPTUAL SITE PLAN - JUNE 29, 2022



- A ENTRY BUILDING TBD
- B SERVICE ACCESS
- C AQUATICS MECHANICAL
- D PERIMETER FENCE
- E BODY SLIDE
- F ZERO DEPTH ENTRY
- G SPRAY TOYS
- H GROUP SHADE AREA (RESERVE/RENTAL SPACE)
- I BASKETBALL
- J WATER VOLLEY BALL NET
- K 4 LAP LANES
- L DIVING BOARD
- M SHADE(TYP)

WTI

Construction Cost Estimates

Use the following chart to summarize the project budget. Subtract any work that has already been completed (except land acquisition). ***Failure to disclose work done may result in the return of all CAT funds.***

Budget Items	Cost
Real Estate Acquisition	$o
Site Preparation	$2,545,347
Construction/Remodeling	$9,366,660
Fixtures/Furniture/Equipment	$695,957
Public Art & Landscaping	$518,180
Architectural/Engineering Design	$1,380,225
Construction Administration/Permits	$1,729,684
Contingencies	$1,258,466
WORK COMPLETED (PLEASE SUBTRACT)	($ 0)
TOTAL PROJECT COSTS	**$17,494,519**

SECTION 1- ATTACHMENTS, IF APPLICABLE:

1A - If applying as a non-profit organization, provide copies of the organization's IRS Determination Letter, Articles of Incorporation, Bylaws, and a statement of how the organization sponsors or supports community or tourism attractions and activities. ***NA***

1B - If co-applying with a school district, include a copy of the 28E Agreement detailing the role of each entity in the proposed project. ***NA***

1C – A letter certifying that at least 50% of the costs of a standard medical insurance plan will be provided for full-time employees working at the completed project ***LETTER PROVIDED***

CITY OF WATERLOO, IOWA

Leisure Services Commission
Paul Huting, Director
1101 Campbell Avenue. • Waterloo, IA 50701 • Phone (319) 319-291-4370 • Fax (319) 291-4327

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

July 12, 2022

Alaina Santizo
Iowa Economic Development Authority
Enhance Iowa Board
1963 Bell Avenue
Des Moines, IA 50315

Dear Ms. Santizo:

This letter is to be considered certification by the City of Waterloo that at least 50% of the costs of a standard medical insurance plan will be provided for all full-time employees working at all facilities constructed as part of the *Transforming Gates and Byrnes Parks Project* for which a Cultural, Recreation, and Tourism (CAT) grant is being applied for from your agency.

Thank you for your consideration of our CAT Grant application.

Sincerely,

Paul Huting
Leisure Services Director
City of Waterloo, Iowa

C: Mayor Quentin Hart

SECTION 2 - LOCAL SUPPORT & MATCHING FUNDS

Local support must be demonstrated for the proposed project. This includes the support of governing boards, local governments, and citizens. Applicants must demonstrate the financial need for CAT funds after other sources are exhausted. CAT funding is the "last dollar" needed for the project to proceed. Cash contributions from the city, county, and private sources—both businesses and individuals—must be documented. At least 65% of the total project costs must be raised to be eligible for CAT funding. Financing and loans cannot be used to reach the 65% fundraising threshold. Funds already spent do not count as local match. Non-profit organizations should assign a donor number to all private donors for the *FY23 Donor & Fundraising Spreadsheet.*

Up to 25% of the fundraising match may be in the form of in-kind or non-financial contributions, which may include but is not limited to the value of labor and services. Other state funds or match pledged to state funds cannot be counted as fundraising match until the applicant has 50% of the total project cost committed. Other state funds can be accounted toward the match after the applicant successfully documents 50% of the funds have been raised.

Sources of Funding - *Transferred from FY23 Donor & Fundraising Spreadsheet Excel*

Sources of Fundraising Match		
Source	**Amount**	**Section 2 Attachments**
City	$4,500,000	2B - Resolution
County	$50,000	2B - Resolution
Private	$25,000	2A - Excel Donor Spreadsheet
Grants	$8,500,000	2B - Letter(s)
In-Kind	$0	2A - Excel Donor Spreadsheet
Other State Funds	$0	2B - Letter/Contract
Funds Spent	($ 0)	
Subtotal	$13,075,000	
CAT Request	$ 1,000,000	
Fundraising Gap	$ 3,419,519	
TOTAL PROJECT COST	**$17,494,519**	

1. **Describe the extent of citizen input and involvement:**

- ONLINE SURVEY
- GENERAL PUBLIC OPEN HOUSE/ INPUT MEETING
- GATES PARK FOCUS GROUP
- 3 EVENING MEETINGS
    - INITIAL AQUATICS MEETING
    - "DREAM" MEETING WITH FOCUS GROUP
    - PRESENTATION OF SKETCH/LAYOUT
- CITY COUNCIL WORK SESSION - OPEN TO PUBLIC AND TELEVISED
- LEISURE SERVICES COMMISSION VOTE ON MASTER PLAN AT PUBLIC MEETING
- CITY COUNCIL VOTE TO ADOPT MASTER PLAN - 2/21/22 PUBLIC MEETING -COMMENTS ALLOWED

7. **Describe the fundraising efforts to date, and planned activities:**

75% OF ESTIMATED TOTAL COST HAS BEEN COMMITTED AS OF 7-15-22

Fundraising - $17.5 million estimated project cost:

$6.5 million awarded by BHCGA (over 5 years)
$4.5 million identified in CIP program (over 3 years)
$ 1 million committed by Otto Schoitz Foundation (over 3 years)
$ 1 million awarded by McElroy Trust (over 5 years)
$ 50,000 committed by Black Hawk County Board of Supervisors
$ 25,000 committed in grass roots fundraising

$13, 075,000 total committed

Additional fundraising- current activity to fill the 25% funding gap:

$ 1 million application submitted for Van G. Miller Family Charitable Foundation grant
$ 1 million application underway for Enhance Iowa Community Attraction and Tourism grant-requires some money from the County. Application due 7-15-22.
$ 500k-$1 million Tyson Fresh Foods application underway with help of Community Outreach Mgr.
$ 750k request from John Deere Foundation, presented by Mayor and Leisure Services Director on June 21, 2022.
Presented to Northeast Iowa Community Foundation 3/25/22, grants under consideration.
Permission granted to submit application to Young Family Foundation- amount to be determined.
Reaching out to area financial institutions and their foundations.
Will apply for $100,000 Max and Helen Guernsey Foundation funds. Met June 20, 2022, Sept. 15, 2022 application deadline.
Make a Splash grass roots fundraising initiative underway with Waterloo Community Foundation and City staff. $25k in hand from VGM Employees and RAGBRAI Committee

2. Has your project applied for or received funding through Destination Iowa? **NO.**

SECTION 2 - REQUIRED ATTACHMENTS:

2A - **FY23 Donor & Fundraising Spreadsheet Excel:** Donor spreadsheet that lists each donor name and the amount of the contribution. **Template Required - failure to use template will result in disqualification of application.** ***SPREADSHEET PROVIDED***

2B - Where applicable, provide copies of signed documentation (letters, resolutions, etc.) for city and county contributions, all grant funds, and all in-kind donations. ***DOCUMENTS PROVIDED***

****Personal and business support letters may be attached at application end - INCLUDED***

Name	Donation/Pledge Amount	Business or Individual
VGM employees fund	$10,000	business
RAGBRAI Committee	$15,000	business

Name	Grant Amount
Black Hawk County Gaming	$6,500,000
McElroy Trust	$1,000,000
Otto Schoitz Founation	$1,000,000

Fundraising Match for CAT Grant	Amount	
City		$4,500,000
County		$50,000
Private	$	25,000.00
Grants	$	8,500,000.00
In-Kind	$	-
Other State Funds	$	-
Funds Spent	$	-
Subtotal	$	13,075,000.00
CAT Request	$1,000,000	
Fundraising Gap	$	3,419,519.00
Total Project Cost		$17,494,519

Prepared by LeAnn M. Even, Deputy City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4323.

RESOLUTION NO. 2022-347

RESOLUTION APPROVING THE SUBMISSION OF ENHANCE IOWA COMMUNITY ATTRACTION AND TOURISM GRANT APPLICATION IN THE AMOUNT OF $1 MILLION, IN CONJUNTION WITH THE TRANSFORMING GATES AND BYRNES PARKS PROJECT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WATERLOO, IOWA, that the grant application submission dated June 20, 2022 for the Enhance Iowa Community Attraction and Tourism grant, in the amount of $1 million, in conjunction with the transforming Gates and Byrnes Parks Project, is hereby approved.

PASSED AND ADOPTED this 20th day of June 2022.

Quentin Hart

Quentin Hart, Mayor

ATTEST:

Kelley Felchle

Kelley Felchle, City Clerk

SEAL

CITY OF WATERLOO

Council Communication

Resolution approving the submission of Enhance Iowa Community Attraction and Tourism grant application in the amount of $1 million, in conjuntion with the Transforming Gates and Byrnes Parks Project.

City Council Meeting: 6/20/2022
Prepared: 6/7/2022

REVIEWERS:

Department	Reviewer	Action	Date
Leisure Services	Huting, Paul	Approved	6/8/2022 - 1:07 PM
Clerk Office	Even, LeAnn	Approved	6/8/2022 - 4:02 PM

SUBJECT:	Resolution approving the submission of Enhance Iowa Community Attraction and Tourism grant application in the amount of $1 million, in conjuntion with the Transforming Gates and Byrnes Parks Project.
Submitted by:	Submitted By: Paul Huting, Leisure Services Director
Recommended Action:	Recommend Approval.
Summary Statement:	This grant would help fund elements of the Gates Park Master Plan and the Aquatics Master Plan as presented at the January 31, 2022 Council Work Session.
Neighborhood Impact:	This project will have a large positive impact on the neighborhoods surrounding Gates and Byrnes Parks. Planned new facilities will be available to all, and will have a positive impact on all Waterloo neighborhoods.
Data/Analysis and Strategies:	Ballard King and Associates have done a comprehensive analysis of the demographics and service areas as part of the Aquatics Master Plan.
Expenditure Required/Source of Funds:	The total project cost is estimated at $16 million. This CAT grant application requires 65% matching funds, or $10.4 million. $6.5 million has been committed for the project by the Black Hawk County Gaming Association. Anticipated City of Waterloo CIP funds of $4.5 million for a total of $11 million. A total of $3 million is pending from grant applications to Otto Schoitz Foundation, R.J. McElroy Trust, and Van G. Miller Family Charitable Trust. A grass roots fundraising effort is being undertaken in cooperation with the Waterloo Community Foundation. A contribution to the project from Black Hawk County (unspecified amount) will be needed to qualify for this CAT application.

Waterloo, Iowa July 5, 2022

The Board of Supervisors of the County of Black Hawk, in the State of Iowa, met in regular adjourned meeting at the Courthouse in Waterloo, County Seat of said County, and electronically via Zoom, at nine o'clock (9:00) a.m., pursuant to law, to the rules of said Board, and to adjournment. The meeting was called to order and on roll call there were present: Linda Laylin, Tom Little, Chris Schwartz, Craig White, and Dan Trelka Chair.

Absent: None

* * *

Laylin moved the following resolution seconded by Schwartz.

BE IT HEREBY RESOLVED that Black Hawk County donate $50,000 as a grant match to Waterloo Leisure Services for Gates Park and Byrnes Park upgrades contingent on approval of the city's grant application to Iowa Community Attraction and Tourism.

AYES: Laylin, Little, Schwartz, Trelka, White.

NAYS: None. Resolution adopted.

Minutes were approved as submitted.

On motion and vote the meeting adjourned.

* * *

I, Grant Veeder, duly elected and qualified Auditor of the County of Black Hawk, in the state of Iowa, do hereby certify that the above foregoing is an exact and true copy of action taken by the Board of Supervisors, Black Hawk County, at their regular meeting held July 5, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of this office this 5th day of July, 2022.

SEAL

Grant Veeder, County Auditor

Follow Up

Collaborate 0

Transforming Gates & Byrnes Parks

Process: Internal Requests

Contact Info | Request | $ Award Details | McElroy Trust

Installment Total: $1,000,000.00
Canceled Total: $0.00
Amount Paid: $0.00
Balance: $1,000,000.00

Number of Installments: 5

- Installment Form — Due: 12/01/2022 | Amount: $200,000.00 | Balance: $200,000.00 | Payments: 0 | Follow Ups: 0
- Installment Form — Due: 12/01/2023 | Amount: $200,000.00 | Balance: $200,000.00 | Payments: 0 | Follow Ups: 0
- Installment Form — Due: 12/01/2024 | Amount: $200,000.00 | Balance: $200,000.00 | Payments: 0 | Follow Ups: 0
- Installment Form — Due: 12/01/2025 | Amount: $200,000.00 | Balance: $200,000.00 | Payments: 0 | Follow Ups: 0
- Installment Form — Due: 12/01/2026 | Amount: $200,000.00 | Balance: $200,000.00 | Payments: 0 | Follow Ups: 0

Application | Follow Up | FollowUp Packet | Question List

Due by 06/30/2022.

Fields with an asterisk (*) are required.

Terms & Conditions

Decision Date

06/08/2022

Project Name

Transforming Gates & Byrnes Parks

Follow Up

BLACK HAWK COUNTY GAMING ASSOC.

Public Profile

Transforming Gates and Byrnes Parks.

Process: FY22 - Spring

Contact Info | Request | $ Award Details

Applicant:
Bob Etringer
bob.etringer@waterloo-ia.org

1101 Campbell
Waterloo, IA 50701 Black Hawk

Contact Email History

Organization:
Waterloo Leisure Services
42-6005327
319-291-4370
1101 Campbell
Waterloo, IA 50701 Black Hawk

If your organization information does not appear correct, please contact the funder. Thank you.

LOI | Application | Follow Up | FollowUp Packet | Question List

Due by 05/01/2022 12:00 AM CDT.

Fields with an asterisk (*) are required.

Question Group

Project Title*

Transforming Gates and Byrnes Parks.

Amount Awarded

$ 6,500,000.00

Total Project Budget

$ 16,000,000.00

otto SCHOITZ FOUNDATION

425 Cedar Street, Suite 304
Waterloo, Iowa 50701

Alaina Santizo
Iowa Economic Development Authority
Enhance Iowa Board
Des Moines, IA 50315

July 12, 2022

Dear Ms. Santizo,

I am writing to express my exuberant support of the City of Waterloo's Byrnes and Gates Park Improvement Project for funding consideration from the FY 23 Community Project Funding. Indeed, our entire community is rallying behind these important and drastically needed improvements.

Waterloo's two municipal swimming pools are over 40 years old and failing. A master plan has been developed, broad and inclusive community input has been sought and received, and the transformational design work has begun. When the work is complete a new aquatic center at Byrnes Park will meet community needs for water-based recreation and learn to swim programs. This facility will renew aquatic offerings to include optimal space for swim lessons and lifeguard training, while also creating exciting new recreational opportunities with a fully accessible, zero-depth area for families and kids of all abilities, splash features, a current channel, and water slides.

The transformation of Gates Park has the potential to revitalize an area of our City that heretofore has not seen this level of focused investment. Key features have been identified through public input from a focus group and neighborhood association, which has created much excitement and engagement. New features will include a spray park, inclusion park, well-lit, attractive basketball courts surrounded by a skating track and performance structure, all to be located near the current swimming pool site. An existing soccer field will be renovated. Also planned are a large sculpture park and pollinator/prairie planting and trails connecting to the lower portion of the Park. The excitement is palpable for these improvements!

The project has already received substantial commitments from several area funders, including the Otto Schoitz Foundation who has committed $1 million towards this thrilling work. I respectfully request the Iowa Economic Development Authority to join us by lending their financial support also. Thank you in advance for your consideration.

Sincerely,

Shelli Panicucci

Michele (Shelli) Panicucci
CEO/Executive Director
Otto Schoitz Foundation

WATERLOO COMMUNITY FOUNDATION

Transforming Gates and Byrnes Parks 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 **Transforming Gates and Byrnes Parks Fund** ("Fund"). This Agreement takes effect on March 1, 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 renovation of both the Gates and Byrnes Parks in Waterloo, Iowa.** (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: Quentin Hart — Mayor Quentin Hart
Signature — Print Name

Kelley Felchle — Kelley Felchle, City Clerk
Signature — Print Name

ACCEPTED:

WATERLOO COMMUNITY FOUNDATION

By: _____ — Lori L Johnson
Signature — Print Name

Date: 6/1/2022

Schedule of Contributed Property

10/22/2021 - $10,000 from VGM; Check #211892
2/18/2022 - $15,000 from Waterloo Visitor's Center and Bureau, Check #29201

Additional Information Regarding Fund

The transformation of Gates and Byrnes Parks is detailed in the Gates Park Master Plan and the City of Waterloo Aquatic Master Plan.

SECTION 3 – PROJECT PLANNING & TIMELINE

1. What is the timeline for the project? Include project start date, estimated completion date and dates for completing major milestones.

   Groundbreaking at Gates Park is planned for October 15, 2022.
   Construction of Gates Park components will continue through the 2022 and 2023 construction seasons.
   Groundbreaking at Byrnes Park is planned for late August of 2023, immediately after the swim season ends.
   Construction of Byrnes Aquatic features will continue through fall of 2023 and until mid- June of 2024
   Grand opening of the entire project is planned for June 15, 2024.

2. If work on the project is already underway, please indicate-

   a. What has been completed at time of application:

      Project construction has not been started. Design contracts have been let.

   b. What will be complete by 9/30/2022?

      Project design and bid documents will be complete. Site survey work will be underway.

3. Describe the specific site for the project, noting any required acquisition of property for the project. Note: see required attachments 3B and 3C renderings, photos, and maps.

   NO PROPERTY NEEDS TO BE AQUIRED FOR THIS PROJECT

   Site 1 will be throughout Gates Park bounded by East Donald Street on the north and Lester Street on the South in Waterloo (see maps and drawings).

   Site 2 will be in Byrnes Park where the existing outdoor pool is located at 801 Campbell Avenue in Waterloo. (drawings and maps are included).

4. How has the planning for this project incorporated efficient and effective use of land resources and existing infrastructure? Is this project adaptive reuse or new construction? Describe any conservation efforts to reduce waste and pollution.

   This project incorporates extensive use of existing land resources and infrastructure. It is a mix of adaptive re-use and new construction.

   At Gates Park the existing swimming pool and park site will be re-used and adapted for new recreational activities. The new splash pad will utilize a recirculation system to limit waste of water and treatment chemicals currently occurring at the Gates Pool. A major environmental initiative of the project will be realized on the brownfield site in the center of the park project. The former Chamberlain Manufacturing site (Brownfield Site) is being cleaned up to residential standards to allow for adaptive re-use as a prairie/pollinator planting with a recreational trail to connect North Gates Park with South Gates Park.

   At Byrnes Park the existing swimming pool site will be utilized to construct a new aquatic center. The existing large concrete parking lot and utility connections will be adapted for re-use

in the new facility. Efficient new technology incorporated in the new aquatic center will greatly reduce the waste of water, heating fuel and pool chemicals currently happening due to outdated heating and water treatment systems and excessive corrosion causing major water leakage at the existing outdoor pools.

5. In the planning of this project, have a variety of transportation choices been considered, including pedestrian traffic? Please describe:

   The Transforming Gates and Byrnes Parks project has been planned with many transportation considerations. New trail connections at Gates Park will link South Gates Park with North Gates Park and will also provide a connection to the existing Donald Street Trail and Hwy 63 Trail, both of which are part of the Cedar Valley Trails system including over 130 miles of hard-surfaced multi-use trails. These trails and connecting sidewalks will facilitate neighborhood pedestrian access.

   New parking facilities will be provided for automobile and bus parking. Additionally, Leisure Services is partnering with MET Transit to plan for a shuttle to efficiently transport park users between Gates and Byrnes Parks, possibly including downtown recreational facilities as part of a loop. Byrnes Park aquatic facilities will be served by multiple transportation modes including the shuttle, large parking area for cars and busses, and walk in use from the surrounding neighborhood.

6. Summarize any formal studies by outside agencies that support the project.

   The Waterloo Aquatics Master Plan Study by Ballard King and Associates incorporated detailed pool assessment, public input, market assessment, and operations analysis leading to the specific recommendations included in this project. The recommendations were unanimously approved by the Waterloo Leisure Services Commission and Waterloo City Council. The entire 94 page study is included with this application.

   The Gates Park Master Plan study was done by Ritland+Kuiper Landscape Architects for a more detailed look into improvements needed at Gates Park. Recommendations of this study have been directly incorporated into the Gates Park portion of this project. Plan details and drawings are included in a power point presentation provided with this application.

   The 2018-2023 State Comprehensive Outdoor Recreation Plan (SCORP) identifies I series of outcomes desired through the improvement of the outdoor recreational areas in the state. This project aligns directly with Priority Two of the SCORP" "Natural resource, parks, and outdoor recreation opportunities are available to all Iowans. The goal is to "strive to improve accessibility through embracing diversity, equity, and inclusion". The planned Inclusion Park and many other of the planned amenities speak directly to this goal.

   The 2016-2023 Black Hawk County Resources Enhancement and Protection (REAP) Plan supports development of park and open spaces in all communities throughout Black Hawk County and increased urban open space. This project ties in directly with these stated goals, in particular the transformation of an urban munitions plant site to a prairie/pollinator garden.

   The Waterloo 2030 Strategic Plan prepared by De Novo Planning Group of El Dorado Hills, California supports this project in goals outlined here: "Ensure distribution of newer facilities and access to neighborhoods and trail systems across the community. Equity: Developing free or reduced-cost access to facilities that are supported by out-of-town traffic provides additional positive activities for youth and families. Facilities should not be concentrated in one part of town and

should be connected via trails, bike lanes, transit, and safe crossings. Economic Development By developing facilities that meet local needs, this enhances the city's amenities and quality of life/attractiveness, while developing facilities to capitalize on recreational and sports markets that need new/updated or additional opportunities for competitions. Sustainability: All facilities should keep conservation and environmental impact in mind, and adhere to the highest standards for environmental design "

SECTION 3 - REQUIRED ATTACHMENTS:

3A - Detailed cost estimates from an engineer and/or architect. The cost opinion for the proposed project must be dated within the last three years of the application date. ***ATTACHED 1) RITLAND+KUIPER LANDSCAPE ARCH. (GATES) 2) INVISION ARCHITECTS (BYRNES)***

3B - Project renderings and/or photos illustrating the proposed project

3C - Applicable maps of area and project ***ATTACHED***

3D - If land acquisition is part of the project, attach documentation of the appraised value of the real estate. ***NOT APPLICABLE***

RITLAND+KUIPER
LANDSCAPE ARCHITECTS

501 Sycamore Street, Mezzanine A
Waterloo, Iowa 50703
(319) 233-8090 Fax (319) 233-9772

Gates Park - North End Improvements

Waterloo, Iowa
Preliminary Cost Opinion

01/31/22

	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL
SITE PREPARATION, PAVING, UTILITIES				
MOBILIZATION	LS	1	50000.00	50,000
CLEARING AND GRUBBING	LS	1	10000.00	10,000
DEMOLITION, STRUCTURE POOL, POOL, & PUMP HOUSE	LS	1	75000.00	75,000
CONSTRUCTION FENCE AROUND PERIMETER OF SITE	LF	3,260	5.00	16,300
TOPSOIL, ONSITE, 8"	CY	10,000	12.00	120,000
CLASS 10 EXCAVATION, ROADWAY AND BORROW	CY	32,600	7.00	228,200
SUBGRADE PREPARATION	SY	12,114	2.00	24,228
MODIFIED SUBBASE	CY	2,019	30.00	60,570
SANITARY SERVICE, 4 IN	LF	270	55.00	14,850
STORM SEWER, GRAVITY MAIN, TRENCHED, RCP,2000 D (CLASS III), 24 IN.	LF	1,600	75.00	120,000
INTAKES, SW-507	EA	20	5500.00	110,000
PLAYGROUND TUNNEL: PRECAST BOX CULVERT, 3'X4', CIP END SECTION W/FORMLINER & STAIN	LS	1	65000.00	65,000
WATER SERVICE, 1-IN (RESTROOMS AT COURT)	LF	120	120.00	14,400
WATER SERVICE, 6-IN (SPLASH PAD)	LF	240	130.00	31,200
STD. OR SLIP FORM PCC PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8-IN.	SY	8,100	40.00	324,000
REMOVAL OF PAVEMENT	SY	10,400	9.00	93,600
SIDEWALK, PCC, 6 IN.	SY	4,800	45.00	216,000
PAVEMENT, SHELTER AREAS, 6-IN.	SY	44	40.00	1,760
PAVEMENT, BASKETBALL COURT, 6-IN.	SY	3,300	40.00	132,000
PAVEMENT, TRACK, 6-IN.	SY	670	40.00	26,800
ACRYLIC COURT SURFACE AND LINE PAINTING	SF	29,500	1.00	29,500
LIGHTING POLES, PARKING	EA	13	5000.00	65,000
LIGHTING POLES, PEDESTRIAN	EA	23	5500.00	126,500
LIGHTING POLES, COURT LIGHTING	EA	4	18000.00	72,000
ELECTRICAL SERVICE LINES	LF	3,050	17.00	51,850
HANDHOLES	EA	6	1000.00	6,000
PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED (PARKING LOTS ONLY)	STA	45	65.00	2,925
PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED (PARKING LOTS ONLY)	EA	16	650.00	10,400
SWPPP MANAGEMENT	LS	1	4000.00	4,000
WATTLES, INSTALLATION & MAINTENANCE, REMOVAL	LF	1,970	4.00	7,880
INLET PROTECTION, INSTALLATION AND MANAGEMENT	EA	20	150.00	3,000
WALLS, FENCES & GATES				
PLAYGROUND FENCE - 6' WIREWORKS	LF	1,100	50.00	55,000
PLAYGROUND 6' X 12' DOUBLE GATE - WIREWORKS	LS	3	3500.00	10,500
STONE VENEER COLUMNS & CAP FOR COLUMNS	EA	6	3128.00	18,768
BRICK WALL AT SPRAY PAD ENTRANCE	LS	1	50000.00	50,000
RETAINING WALL - KODAH STONE (PLAYGROUND)	SF	90	78.00	7,020
RETAINING WALL - KODAH STONE (STAGE)	SF	150	78.00	11,700

BUILDINGS AND STRUCTURES				
PERFORMANCE SHELTER	EA	1	185601.00	185,601
RESTROOM AT PERFORMANCE SHELTER	LS	1	50000.00	50,000
RESTROOM/PUMP BUILDING AT SPRAY PAD	LS	1	250000.00	250,000
RELOCATED SHELTER	LS	1	10000.00	10,000
NEW SHELTER	LS	1	75000.00	75,000
PLAYGROUND SURFACING				
CONCRETE CURB AROUND PLAY SURFACE	LF	109	21.00	2,289
PLAYGROUND TURF SAFETY SURFACING	SF	13,005	20.00	260,100
PLAYGROUND SUBDRAINAGE	LS	1	20000.00	20,000
PLAY WORLD PLAY EQUIPMENT				350,974
NEOS 360 ACCESSIBLE			37976.00	
BAMBINO PLAYVILLE			40665.00	
DENALI 6M NET			25283.00	
CLIMBERS UNITE DOME WITH SENSORY CONNECTIONS			23213.00	
ARCH SWINGS WITH 3 BAYS			10046.00	
2 LAP BELT SWING SEATS				
2 ACCESSIBLE SWING SEATS				
1 SWING ALONG SEAT				
EARLY CHILDHOOD T SWING			1855.00	
CRUISE LINE			14353.00	
ACCESSIBLE WHIRL			13687.00	
UNITY TEETER TOTTER WITH PERF. TOP			11085.00	
CUSTOM PLAY STRUCTURE			142000.00	
PLAYGROUND EQUIPMENT INSTALLATION (20% EQUIP.)	LS	1	70194.88	70,195
SITE FURNITURE				
6-SEAT TABLE WITH UMBRELLA	EA	4	9775.00	39,100
SCARBOROUGH BENCH	EA	12	1760.00	21,120
SCARBOROUGH TRASH RECEPTACLE	EA	8	1687.50	13,500
BASKETBALL GOALS	EA	6	4500.00	27,000
SIGNAGE				
METAL ARCH SIGNS	EA	3	4000.00	12,000
MONUMENT ENTRY SIGN	LS	1	20000.00	20,000
SIGNAGE ON WALL AT SPLASH PAD	LS	1	2500.00	2,500
SITE SIGNAGE	LS	1	2500.00	2,500
SPRAY PAD				
SPRAY PAD	SF	3380	300	1,014,000
SPRAY FIXTURE ALLOWANCE	LS	1	129,000	129,000
BALANCE TANK	LS	1	50,000	50,000
FURNITURE, FIXTURES, EQUIPMENT	LS	1	75,000	75,000
LANDSCAPING				
SEEDING, MULCH & FERT. (HYDROSEED)	AC	8	4000.00	32,000
BOULDERS	LS	1	10,000	15,000
BED PREPARATION, FABRIC, MULCH	LS	1	30,000	30,000
SHADE TREES	EA	50	450	22,500
ORNAMENTAL TREES	EA	25	350	8,750
PERENNIAL PLANTS AND SHRUBS	LS	1	25,000	25,000
			CONSTRUCTION SUBTOTAL	**$5,079,080**
DESIGN FEES & PERMITS (8%)				406,326
CONTINGENCY (10%)				507,908
			NORTH GATES PARK PROJECT BUDGET	**$5,993,315**

RITLAND+KUIPER
LANDSCAPE ARCHITECTS

501 Sycamore Street, Mezzanine A
Waterloo, Iowa 50703
(319) 233-8090 Fax (319) 233-9772

Gates Park - Sculpture Garden and Soccer Field

Waterloo, Iowa
Preliminary Cost Opinion **01/31/22**

	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL
SITE PREPARATION, PAVING, UTILITIES				
MOBILIZATION	LS	1	15000.00	15,000
CLEARING AND GRUBBING	LS	1	5000.00	5,000
REMOVAL OF PAVEMENT	SY	1,000	9.00	9,000
TOPSOIL, ONSITE, 8"	CY	19,733	12.00	236,790
CLASS 10 EXCAVATION, BORROW	CY	2,600	7.00	
SUBGRADE PREPARATION	SY	2,652	2.00	5,304
MODIFIED SUBBASE, 6-IN	CY	442	30.00	13,261
ASPHALT PARKING LOT PAVEMENT ON EXIST. CONC.	SY	2,602	36.00	93,680
RECREATION TRAIL, PCC, 6 IN.	SY	3,252	45.00	146,350
PAVEMENT, SHELTER AREAS, 6-IN.	SY	50	40.00	2,000
LIGHTING POLES, PARKING	EA	4	5000.00	20,000
LIGHTING POLES, PEDESTRIAN	EA	33	5500.00	181,500
ELECTRICAL SERVICE LINES	LF	2,927	17.00	49,759
HANDHOLES	EA	4	1000.00	4,000
PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT	STA	7	65.00	455
PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVEI	EA	2	650.00	1,300
SWPPP MANAGEMENT	LS	1	3000.00	3,000
WATTLES, INSTALLATION & MAINTENANCE, REMOVAL	LF	2,530	4.00	10,120
INLET PROTECTION, INSTALLATION AND MANAGEMENT	EA	2	150.00	300
BUILDINGS AND STRUCTURES				
NEW SHELTER	LS	1	40000.00	40,000
PLAYGROUND RELOCATION				
PLAYGROUND ENGINEERED SAFETY MULCH	SF	5,175	2.00	10,350
CONCRETE CURB AROUND PLAY SURFACE	LF	177	21.00	3,717
PLAYGROUND EQUIPMENT RELOCATION	LS	1	5000.00	5,000
SITE FURNITURE & SIGNAGE				
SCARBOROUGH BENCH	EA	4	1760.00	7,040
SCARBOROUGH TRASH RECEPTACLE	EA	2	1687.50	3,375
SITE SIGNAGE	LS	1	5000.00	5,000
LANDSCAPING				
TURFGRASS SEEDING, MULCH & FERT. (HYDROSEED)	AC	5.8	4000.00	23,251
PRAIRIE SEEDING (HYDROSEED)	AC	18	4000.00	73,360
SHADE TREES	EA	10	450	4,500
			CONSTRUCTION SUBTOTAL	**$972,413**
DESIGN FEES & PERMITS (8%)				77,793
CONTINGENCY (10%)				97,241
			GATES SCULPTURE PARK PROJECT BUDGET	**$1,147,447**

Does not include sculptures, bases for sculptures, or interpretive signage

RITLAND+KUIPER
LANDSCAPE ARCHITECTS

501 Sycamore Street, Mezzanine A
Waterloo, Iowa 50703
(319) 233-8090 Fax (319) 233-9772

Gates Park - South End at Lester Street

Waterloo, Iowa
Preliminary Cost Opinion **01/31/22**

	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL
SITE PREPARATION, PAVING, UTILITIES				
MOBILIZATION	LS	1	25000.00	25,000
CLEARING AND GRUBBING	LS	1	4000.00	4,000
DEMOLITION, RESTROOMS	EA	1	25000.00	25,000
REMOVAL OF PAVEMENT	SY	5,000	9.00	45,000
REMOVAL, STRUCTURE	EA	1	700.00	700
REMOVAL, STORM SEWER LESS THAN 36-IN	LF	35	7.00	245
SANITARY SERVICE, 4 IN	LF	100	55.00	5,500
STORM SEWER, GRAVITY MAIN, TRENCHED, RCP,2000 D (CLA	LF	100	75.00	7,500
INTAKES, SW-511	EA	1	5500.00	5,500
INTAKES, SW-401	EA	1	5000.00	5,000
WATER SERVICE, 1-IN (RESTROOMS AT COURT)	LF	80	120.00	9,600
HYDRANT ASSEMBLY	EA	1	4500.00	4,500
HYDRANT ASSEMBLY REMOVAL	EA	1	700.00	700
TOPSOIL, ONSITE, 8"	CY	3,500	12.00	42,000
CLASS 10 EXCAVATION, BORROW	CY	2,600	7.00	
CLASS 10 EXCAVATION, ONSITE	CY	1,000	5.00	5,000
SUBGRADE PREPARATION	SY	1,584	2.00	3,168
MODIFIED SUBBASE, 6-IN	CY	290	30.00	8,700
STD. OR SLIP FORM PCC, CLASS C, CLASS 3, 8-IN.	SY	1,600	40.00	64,000
SIDEWALK, PCC, 6 IN.	SY	1,600	45.00	72,000
PAVEMENT, SHELTER AREAS, 6-IN.	SY	50	40.00	2,000
PAVEMENT, BASKETBALL COURT, 6-IN.	SY	300	40.00	12,000
ELECTRICAL CABINET, REMOVAL	EA	1	700.00	700
ELECTRICAL CABINET, INSTALLATION	EA	1	7000.00	7,000
LIGHTING POLES, PARKING	EA	4	5000.00	20,000
LIGHTING POLES, PEDESTRIAN	EA	14	5500.00	77,000
ELECTRICAL SERVICE LINES	LF	800	17.00	13,600
HANDHOLES	EA	2	1000.00	2,000
PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT	STA	7	65.00	455
PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVEI	EA	2	650.00	1,300
SWPPP MANAGEMENT	LS	1	3000.00	3,000
WATTLES, INSTALLATION & MAINTENANCE, REMOVAL	LF	650	4.00	2,600
INLET PROTECTION, INSTALLATION AND MANAGEMENT	EA	2	150.00	300
WALLS, FENCES & GATES				
CHAIN LINK FENCE BACKSTOP ON WALL	LF	40	30.00	1,200
CAST STONE CAP FOR FLOOD WALL	LF	330	175.00	57,750
BRICK VENEER FOR FLOOD WALL	SFF	660	12.00	7,920
BUILDINGS AND STRUCTURES				
RESTROOM BUILDING	LS	1	50000.00	50,000
NEW SHELTER	LS	1	40000.00	40,000

PLAYGROUND RELOCATION				
PLAYGROUND ENGINEERED WOOD FIBER MULCH	SF	4,349	2.00	8,698
CONCRETE CURB AROUND PLAY SURFACE	LF	166	21.00	3,486
PLAYGROUND EQUIPMENT RELOCATION	LS	1	5000.00	5,000
SITE FURNITURE & SIGNAGE				
SCARBOROUGH BENCH	EA	4	1760.00	7,040
SCARBOROUGH TRASH RECEPTACLE	EA	2	1687.50	3,375
BASKETBALL GOALS	EA	1	4500.00	4,500
MONUMENT ENTRY SIGN	LS	1	25000.00	25,000
LANDSCAPING				
SEEDING, MULCH & FERT. (HYDROSEED)	AC	1.9	4000.00	7,471
SHADE TREES	EA	40	450.00	18,000
ORNAMENTAL TREES	EA	18	350.00	6,300
			CONSTRUCTION SUBTOTAL	**$720,808**
DESIGN FEES & PERMITS (8%)				57,665
CONTINGENCY (10%)				72,081
			SOUTH GATES PARK PROJECT BUDGET	**$850,553**
			TOTAL FOR ALL THREE SEGMENTS	**$7,991,315**

Opinion of Probable Cost - V3
5/5/2022

Byrnes Pool

ELEMENT	QUANTITY		COST
Site Development			
Soils Mitigation	Allowance	x $0.00	$15,000
Demolition	Allowance	x $0.00	$100,000
Earthwork	Allowance	x $0.00	$200,000
Site Utilities (Excavation & Backfill)	Allowance	x $0.00	$150,000
Site Improvements	Allowance	x $0.00	$100,000
Site Parking	0 EA	x $0.00	$0
Shade Structures	8 EA	x $9,500.00	$76,000
Walkways (outside the fence)	2,336 SF	x $18.00	$42,048
Decks/ Deck Drainage (within the fence)	20,573 SF	x $22.00	$452,606
Turf	22,767 SF	x $3.00	$68,301
Landscape	6,046 SF	x $7.00	$42,322
Site Lighting	34 EA	x $4,700.00	$159,800
Fence- Perimeter	879 LF	x $130.00	$114,270
Fence- Barrier	334 LF	x $75.00	future
Sand Play Area & Elements	0 SF	x $0.00	$0
Site Signage	Allowance	x $25,000.00	$25,000
Subtotal			***$1,545,347***
Architecture			
Mechanical Building	1,500 SF	x $225.00	$337,500
Change Building	6,000 SF	x $300.00	$1,800,000
Surge Tank - Leisure Pool	651 SF	x $110.00	$71,610
Surge Tank - River	180 SF	x $110.00	
Subtotal			***$2,209,110***
Aquatics			
Leisure Pool	5,886 SF	x $300.00	$1,766,400
Spray Features & Activities	1 AL	x $150,000.00	$150,000
Deck Equipment	1 AL	x $40,000.00	$40,000
Dive Stand 1 meter	1 AL	x $16,000.00	
Drop & Family Slides	1 AL	x $260,000.00	
Springboards Duraflex	1 AL	x $8,500.00	
Access	2 EA	x $9,500.00	$19,000
Lazy River	3,456 SF	x $300.00	future
Water Slide	1 AL	x $400,000.00	future
Deck Equipment	1 AL	x $10,000.00	future
Spray Features	1 AL	x $20,000.00	future
Access	1 EA	x $9,500.00	future
Pool General			
Pool Vacuum - Manual	1 EA	x $9,500.00	$9,500
Pool Vacuum - Robotic	2 EA	x $25,000.00	$50,000
Safety Equipment	1 AL	x $7,500.00	$7,500
Training Equipment	1 AL	x $5,500.00	$5,500
Testing & Maintenance Equipment	1 AL	x $10,000.00	$10,000
Subtotal			***$2,057,900***
Subtotal - Estimated Construction Cost			**$5,812,357**
Contractor General Conditions	5%	x $5,812,357.00	$290,618
Contractor Markup (Overhead & Profit)	10%	x $5,812,357.00	$581,236
Escalation Risk (.75% /month x 15 mos)	11%	x $5,812,357.00	$653,890
Contingency	10%	x $5,812,357.00	$581,236
Total Estimated Construction Cost			**$7,919,336**
Owner Expenses & Project Fees			
Project Fees (A&E, Permits, Testing, Surveys)	15%	x $7,919,336.41	$1,187,900
Owner's F.F. & E. (Furniture, Fixtures & Equipment)	5%	x $7,919,336.41	$395,967
TOTAL ESTIMATED PROJECT COST			***$9,503,204***

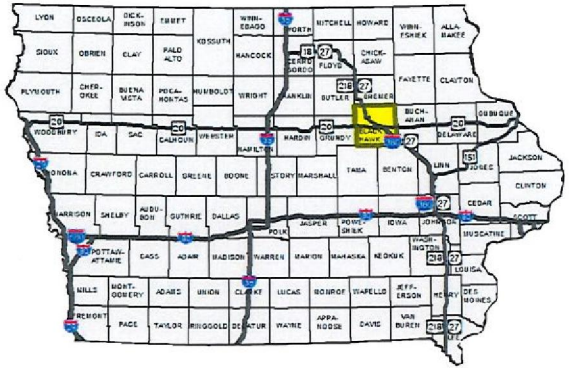
Notes:

1. Estimate includes pool excavation and structure, pool gutter, pool finishes, deck equipment, safety ropes, pool mechanical systems, waterslides, tower and stair (installed), waterslide mechanical system and piping, and water activities with mechanical systems and piping.

2. Estimate assumes all utilities & infrastructure to be brought to within 5 feet of the facility and does not include additional contingencies for unusual soil conditions or unknown development risk items.

WTI

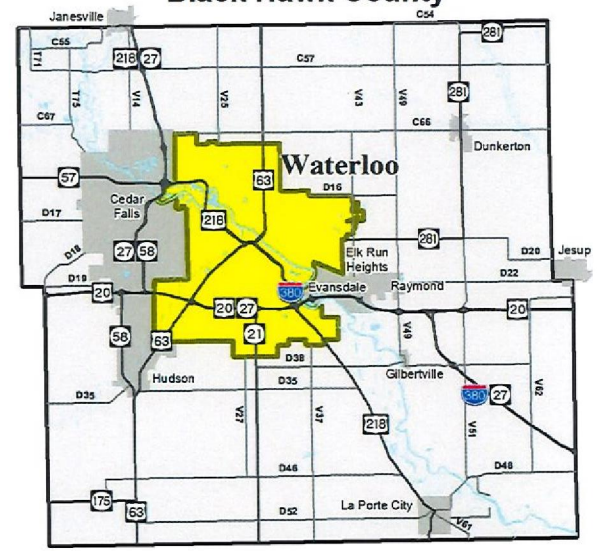
State of Iowa



N

0 50 100 Miles

Black Hawk County

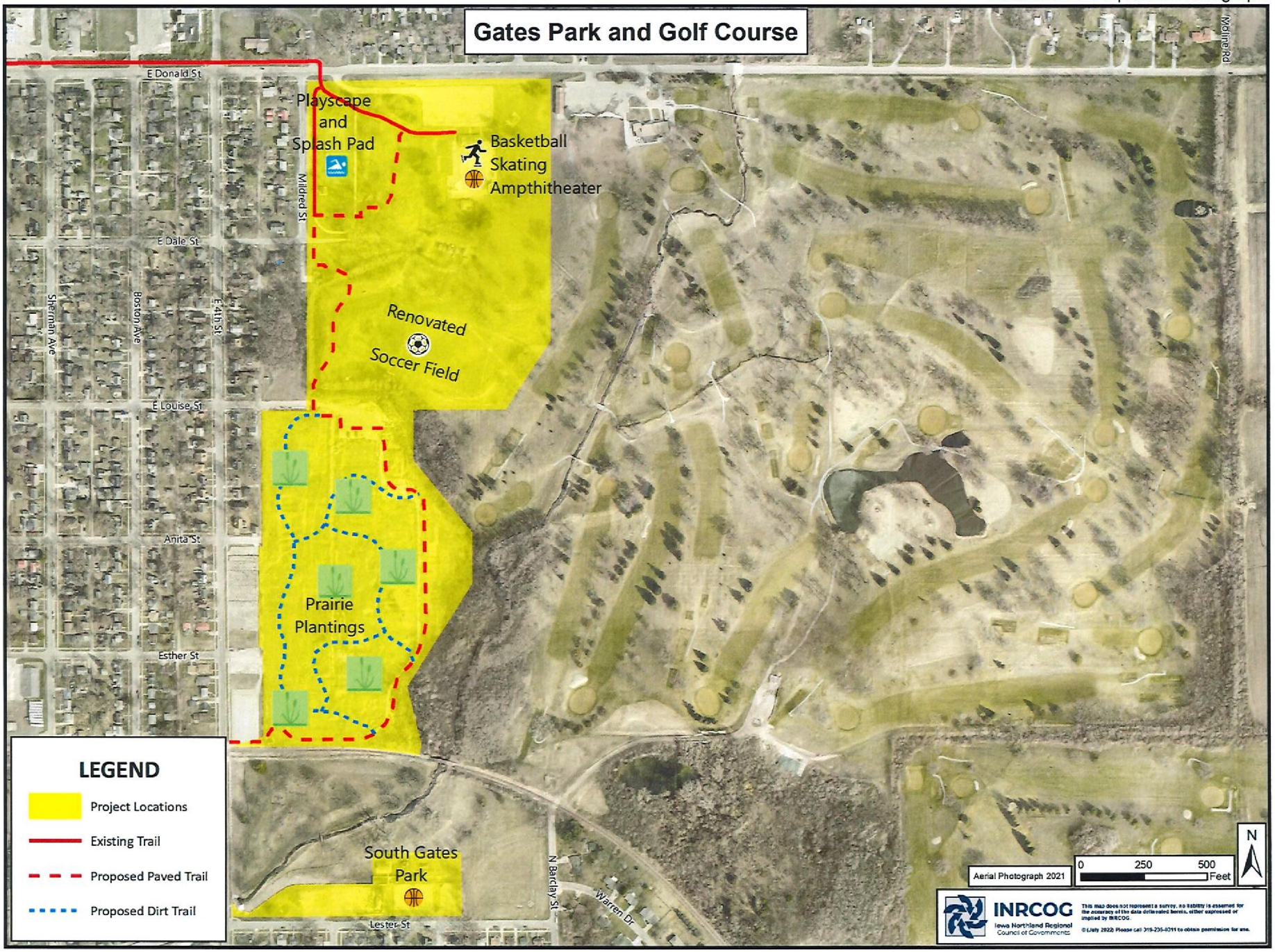


N

0 5 10 Miles

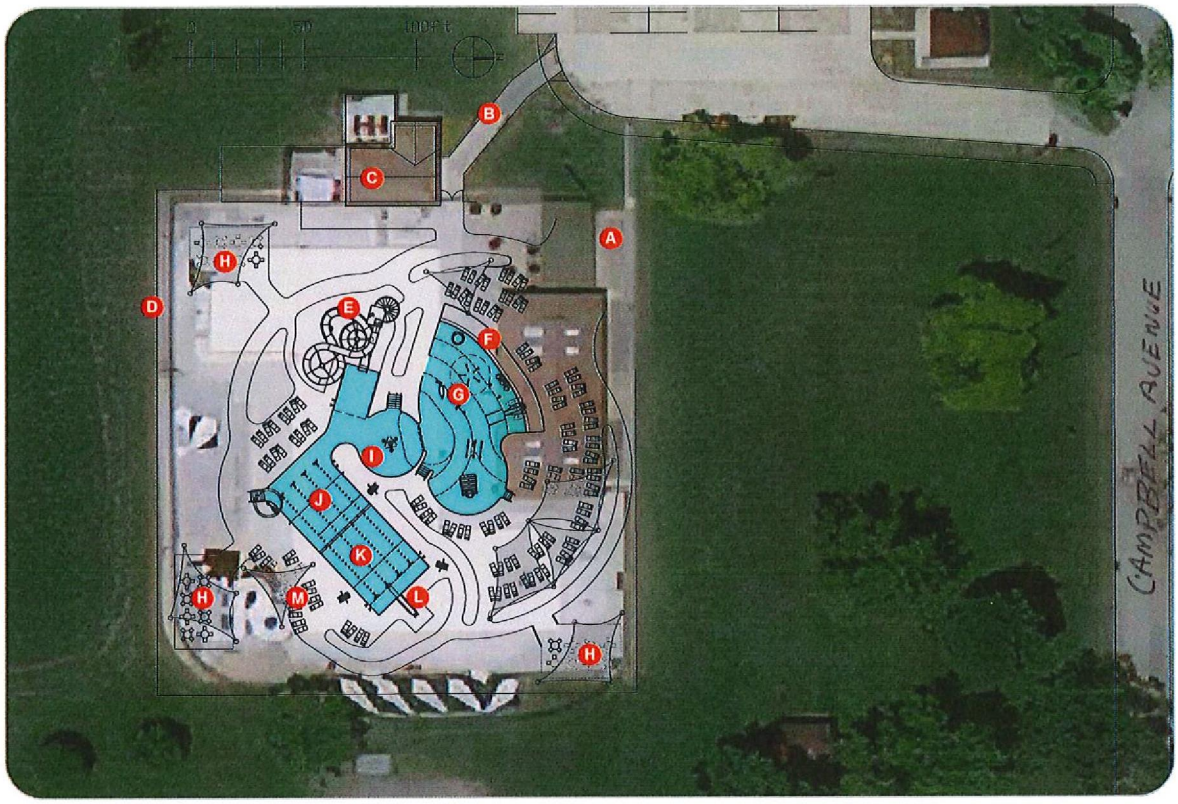
Waterloo, Iowa




Gates Park and Golf Course
E Donald St
Playscape and Splash Pad
Basketball
Skating
Ampthitheater
Mildred St
E Dale St
Sherman Ave
Boston Ave
E 4th St
Renovated Soccer Field
E Louise St
Anita St
Prairie Plantings
Esther St
South Gates Park
Lester St
N Barclay St
Warren Dr
Molline Rd
LEGEND
Project Locations
Existing Trail
Proposed Paved Trail
Proposed Dirt Trail
Aerial Photograph 2021
0 250 500 Feet
N
INRCOG
Iowa Northland Regional Council of Governments


Byrnes Park Pool and Irv Warren Golf Course
Home Park Blvd
Campbell Ave
Ansborough Ave
63
Hollywood Ave
Alice Ave
Sergeant Rd
Camington Ave
Gunner Rd
Casper Ave
Westview Ave
Fairway Ln
Upland Dr
Meadowbrook Ln
Martin Rd
Devonshire Dr
Hampshire Rd
Sheridan Rd
Orange Grove
Vernon St
Drexel St
Fletcher Ave
Kingsley Ave
Lawnhill Ave
Euclid Ave
Byrnes Park Pool
Kingbard Blvd
Columbia Cr
Elston Ave
W 4th St
Clarissa St
Hubbard Ave
Sunset Rd
Byrnes Dr
Prospect Blvd
LEGEND
Project Location
Existing Trail
Aerial Photograph 2021
0 250 500 Feet
N
INRCOG
Iowa Northland Regional Council of Governments

BYRNES PARK OUTDOOR AQUATICS - WATERLOO, IA | CONCEPTUAL SITE PLAN - JUNE 29, 2022



- A ENTRY BUILDING TBD
- B SERVICE ACCESS
- C AQUATICS MECHANICAL
- D PERIMETER FENCE
- E BODY SLIDE
- F ZERO DEPTH ENTRY
- G SPRAY TOYS
- H GROUP SHADE AREA (RESERVE/RENTAL SPACE)
- I BASKETBALL
- J WATER VOLLEY BALL NET
- K 4 LAP LANES
- L DIVING BOARD
- M SHADE(TYP)

WTI
WATER TECHNOLOGY INC.

NORTH GATES CONCEPT



Gates Park Improvements

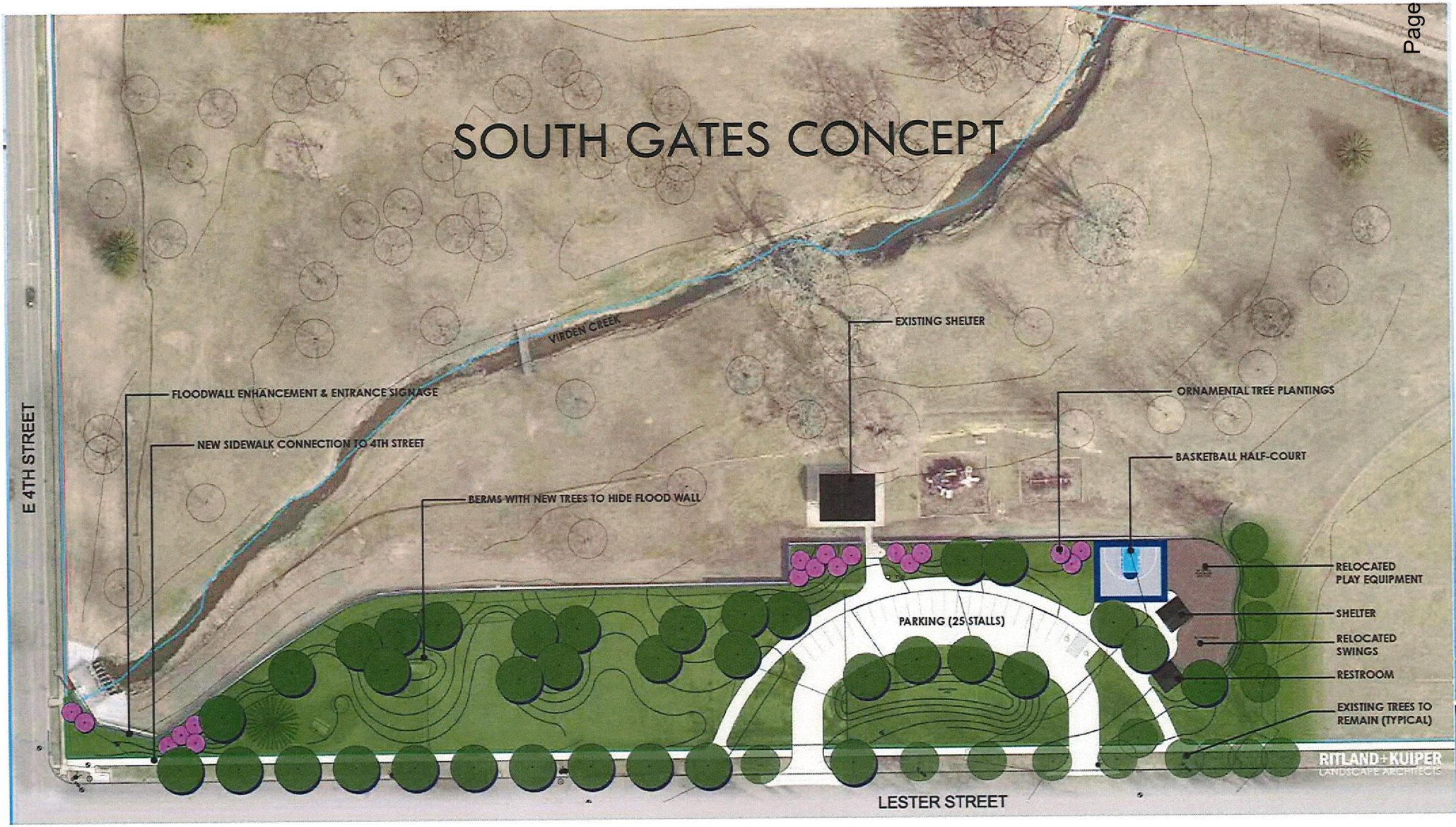
North End Concept

INCLUSIVE PLAYSCAPE AND SPLASH PAD



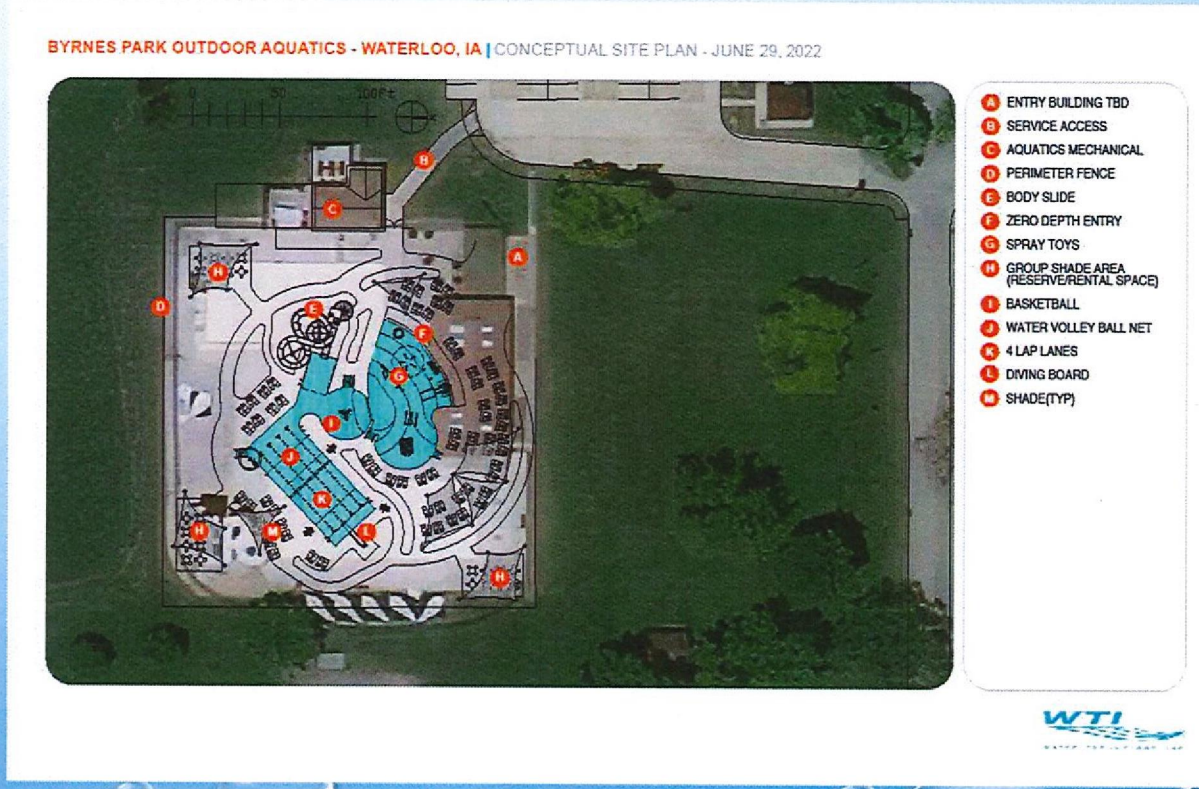

SOCCER FIELD IMPROVEMENTS
RELOCATED PLAYGROUND
SHELTER
PARKING LOT IMPROVEMENTS
PAVED RECREATION TRAIL CONNECTION


PARKING LOT IMPROVEMENTS
PAVED RECREATION TRAIL CONNECTION
SCULPTED EARTHWORK MOUNDS WITH PRAIRIE PLANTINGS (TYPICAL)
POTENTIAL SCULPTURE LOCATIONS (TYPICAL)
MOWED PATHWAYS THROUGH PRAIRIE (TYPICAL)


SOUTH GATES CONCEPT
E 4TH STREET
VIRDEN CREEK
FLOODWALL ENHANCEMENT & ENTRANCE SIGNAGE
NEW SIDEWALK CONNECTION TO 4TH STREET
BERMS WITH NEW TREES TO HIDE FLOOD WALL
EXISTING SHELTER
ORNAMENTAL TREE PLANTINGS
BASKETBALL HALF-COURT
RELOCATED PLAY EQUIPMENT
SHELTER
PARKING (25 STALLS)
RELOCATED SWINGS
RESTROOM
EXISTING TREES TO REMAIN (TYPICAL)
RITLAND+KUIPER
LANDSCAPE ARCHITECTS
LESTER STREET

BYRNES PARK POOL CONCEPT

- 6-LANE, 25Y LAP POOL
- NEW BATH HOUSE & CONCESSIONS
- SLIDE TOWER
- ZERO DEPTH ENTRY PLAY POOL
- REPLACE FILTRATION & WATER TREATMENT FACILITIES



BYRNES POOL CONCEPT



SECTION 4 – OPERATION & MAINTENANCE

Applicants must demonstrate that the proposed project will remain viable and sustainable after completion.

1. Who will be responsible for the operation and maintenance of the project following construction? Are formal agreements in place?

   The City of Waterloo Leisure Services Department will operate and maintain all facilities after completion.

2. Include a chart detailing the expected income for the first five years of operations (add rows as needed):

	Year 1	Year 2	Year 3	Year 4	Year 5
admissions	$ 80,750	$ 88,825	$ 93,266	$ 96,063	$ 98,946
programs	$ 83,900	$ 92,290	$ 96,904	$ 99,811	$102,806
other	$124,875	$137,363	$144,231	$148,559	$153,014
total	$289,525	$318,478	$334,401	$344,433	$354,766

   Explanation of assumptions: Detailed assumptions are included in the Aquatics Master Plan provided with this application.

3. Include a chart detailing the expected expenses associated with the ongoing operations and maintenance of this facility for the first five years (add rows as needed):

	Year 1	Year 2	Year 3	Year 4	Year 5
personnel	$ 238,098	$ 240,850	$ 246,180	$253,331	$ 262,742
commodities	$ 35,573	$ 36,007	$ 36,908	$ 37,360	$ 39,140
contractual	$ 22,186	$ 22,708	$ 23,968	$ 24,006	$ 24,506
impr. fund	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000
total	$ 370,856	$ 374,565	$ 382,056	$ 389,697	$ 401,388

   Explanation of assumptions: Detailed assumptions are included in the provided Aquatics Master Plan.

4. Describe the research or studies that were completed to generate the revenue and expense projections.

   Revenue and expense estimates for the Byrnes pool were calculated by Ballard King aquatic consultants in the City of Waterloo Aquatics Master Plan. The projected expense numbers include an annual $75,000 allocation to a pool improvement fund to access for future pool improvements or repairs. Gates Park amenities will be free and open to the public so there are no direct revenue projections for Gates. There will, however be indirect benefits in terms of tourism economic impact and catalyzing nearby housing and commercial development. Maintenance expenses for Gates Park will be covered wit in the Leisure Services standard operating budget lines used for all City parks. It is expected that maintenance and staffing costs for the new facilities at Gates Park will be less than the current cosst to maintain and staff the aging swimming pool that will be removed.

5. Describe the target market or audience for this project. How many visitors do you expect to attract?

   The target audience for this project will be all Waterloo residents and visitors from surrounding counties. The Aquatics Master Plan market assessment has projected that over 447,000 swimming days are available within the primary market area. The detailed market analysis is included in the Ballard-King Aquatics Master Plan. Multiple new amenities planned for Gates Park will have a significant attendance draw from within Waterloo and surrounding communities. For example, the new inclusion park will be the first in Waterloo and one of only two in the metro area. The new basketball/ skating complex and amphitheater and renovated soccer facility will draw thousands of new visitors to the park. The spray park will be only the second one in the metro area and it is expected to draw many users from throughout the area. While a detailed analysis of attendance is difficult for facilities that are free and open to the public, it is anticipate they will be heavily used by residents and visitors, based on public input and over-crowding at similar facilities in the area.

6. How do you plan to attract visitors to the project after completion? What activities will be done to promote this project and who will oversee the promotion?

   We plan to have groundbreaking ceremonies and ribbon cutting ceremonies at Gates and Byrnes parks with associated press releases and promotional materials. Leisure Services recreation staff will be actively promoting and programming facilities at both parks through a variety of media including social media, website improvements, and cross- marketing with Experience Waterloo (convention and visitors staff). There is already significant "buzz" about the project with multiple news articles and multi-media interviews. All of our funding partners are featuring information about the project through their media outlets. A recent "Windows on Waterloo webinar was hosted by the Waterloo Community Foundation featuring the Transforming Gates and Byrnes Park Project.

7. Describe how this project enhances education, wellness (health), and breadth of the project to attract Iowans of all ages.

   This project offers multifaceted enhancements to Iowans of all ages. At Gates the new inclusion park, basketball, skating, soccer, and spray pad facilities will offer a safe and welcoming environment for people of all backgrounds and ability levels. Physical fitness and education of patrons will be enhanced in this reimagined park. Trails and pollinator plantings at Gates will be a healthy addition to the community. In times of excessive heat the new Gates spray pad and the new Byrnes Aquatics Center will both offer safe, fun environments for patrons to keep cool, with water features and abundant shade structures. The new Inclusion Park will create a playground experience where children of all abilities can play together.

   - A child in a wheelchair can go to the same park as his/her sibling that has no physical challenges.
   - A parent or grandparent that is disabled can maneuver the park without difficulties.
   - A child that is blind can play with his sister that has 20/20 vision.
   - An intellectually disabled older child can play in a swing that has a 5 point harness system while his sister swings on a typical swing right next to him.

   At Byrnes Park the new swimming facilities will be designed to facilitate extensive learn to swim programs, lifeguard training, aquatic conditioning, lap swim, and more. Waterloo Leisure

Services is committed to providing important life safety skills through comprehensive learn to swim programs. Leisure Services will continue to offer extramural swim instruction to at-risk youth in grades 4-8 in cooperation with Waterloo Community Schools.

SECTION 4 - REQUIRED ATTACHMENTS

4A – **Non-Profit Only:** 5-years historical profit and loss statements

4B – **Non-Profit Only:** 5-years historical balance sheet

SECTION 5 – ECONOMIC IMPACT & LEVERAGE

The CAT program is designed to assist community attraction and tourism activities that will benefit the economy of the community and the state. Applicants must demonstrate how the proposed project will stimulate the development of other private development, recreational and cultural attractions, or tourism opportunities, and enhance economic growth and job opportunities.

1. Describe how this project fits with the community's overall economic development plans and quality of life, including workforce recruitment and retention plan.

   The Transformation of Gates and Byrnes Parks Project is about making Waterloo a "cool community" and offering the quality of life activities and locations that young families want to find in their job locations. We need to continue to create these destination locations so we can attract a workforce, young families, employees looking to live, grow, and work, in a community. The City of Waterloo continues to see great business development and expansion, but needs to provide the housing opportunities, which accompany park improvement plans like this, to draw residents and workers to the area.

2. Does this project have a community, regional or statewide impact? Please explain.

   This project definitely has a regional impact. Waterloo is the largest community in Black Hawk County and, as such, draws a lot of residents from other communities here on a daily basis. There is statistical data, put together from US Census Bureau data, that shows Waterloo has a day time growth in work force of 29,996 from other communities every day. We would estimate that many of these workers would be further visiting the community for their shopping needs, park and recreation activities, and other entertainment. Waterloo is further situated in the middle of the urban area of Cedar Falls, Hudson, and Evansdale, so it is an easy route for users to utilize the new aquatic and park amenities.

3. Describe how the proposed project will stimulate the development of other private development, recreational and cultural attractions, or tourism opportunities.

   The wide array of recreational facilities included in this project will help to bring additional workers and residents to the Waterloo community through quality of life improvements. In turn, that additional interest will continue to motivate the expansion and new construction of the business community. The City is already seeing a resurgence of private interest in the North Crossing development with the announcement of the Gates Park Improvements project, with a recent $9.1 million in new medical and restaurant projects completed, and another $40 million in planned development including housing, day care center, and a senior center. The Byrnes Park area continues to see renewed activity nearby at the Highway 20 and Highway 63 area as well, with several commercial projects underway. The connection of both of these locations to the 130-mile Cedar Valley recreational trail system, further help for infill housing development in nearby neighborhoods.

4. Describe the long term tax-generating impact of this project. For your response, consider the development of this project, along with development that may be stimulated as a result of the project. Local and state taxes can be included in the analysis.

   The long term tax generation of this project is twofold:

a) The private investment that follows the public investment in commercial business development. Construction follows construction. The increased activity of the construction workers, public investment, and indications of the area improving, will all lead to business expansions, as well as new construction. That can all have long term tax payments to the

community for the $10's of millions developed. Associated retail expansion will positively impact State tax revenues.

.

b) Reinvestment in the neighborhoods abutting and adjacent to the transformed park areas will follow. As we have seen multiple times, with the investmentt in public improvements, comes reinvestment in existing neighborhood homes, creation of new subdivisions, and a renewed interest in infill housing, as well as stabilization and/or increase of property values in the older neighborhoods, bolstering the tax base.

5. Describe the jobs that will be created or retained as a result of the project.

In consultation with our CommunityPlanning and Development Department we expect the immediate impact of the construction jobs in the projects could be over 100 workers consistently in the Waterloo area for hotel stays, spending at restaurants and grocery stores, as well as other types of needs. The long term job creation from private investment following the projects with new business development in retail, restaurants, etc. could be over 200.

APPLICATION CHECKLIST

Notice of Intent to Apply submitted	☐ x
Questions in Sections 1 – 5 of the application completed	☐x
Section 1 – Attachments (if applicable)	☐x
FY23 Donor & Fundraising Spreadsheet Excel – Template (2A)	☐ x
Copies of signed documentation for financial support (2B)	☐x
Detailed cost estimates from an engineer and/or architect (3A)	☐x
Project renderings and/or photos (3B)	☐x
Applicable maps of area and project (3C)	☐x
Documentation of the appraised value of the real estate (3D)	☐na
Non-Profit Only: 5-years historical profit and loss statements (4A)	☐na
Non-Profit Only: 5-years historical balance sheet (4B)	☐na
Minority Impact Statement	☐x
Signed electronic version of the application submitted to IEDA	☐x

Acknowledgment, Release of Information, & Certification

1. In the last five years, have there been any judgments or court actions completed or are any judgments or court actions currently pending against the applicant entity?
☐ Yes **x** No If yes, please explain.

2. In the last five years, has any current director or principal officer(s) been accused or convicted of any wrongdoing or crime in their capacity as director/principal officer?
☐ Yes **x** No If yes, please explain

3. Have there been any current or past bankruptcies on the part of the applicant entity?
☐ Yes **x** No If yes, please explain.

4. In the last five years, have there been, or are there currently any investigations of potential violations of public health, safety or environmental laws by the applicant entity? ☐ Yes **x** No If yes, please explain

I acknowledge that I have read and understand the application materials and administrative rules including the provisions relating to security and contracts as noted above. Further, I give permission to the Enhance Iowa Board or the Iowa Economic Development Authority (IEDA) to perform due diligence, perform credit checks, contact the organization's financial institutions, and perform other related activities necessary for reasonable evaluation of this proposal. I understand that all information submitted relating to this application is a public record. I certify that all representations,

warranties, or statements made or furnished in connection with this application are true and correct in all material respects. I understand that it is a criminal violation under Iowa law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for procuring economic development assistance from a state agency or subdivision.

Signature of applicant certifying officer or individual:

Paul Huting Date: 7-15-22

Signature of co-applicant certifying officer or individual:

_____ Date: _____

MINORITY IMPACT STATEMENT

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s).

x The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

- Describe the positive impact expected from this project

The Transforming Gates and Byrnes Parks Project includes new facilities that will positively impact minority groups.

The Inclusion Park at Gates will specifically create a playground experience where children of all abilities can play together.

- A child in a wheelchair can go to the same park as his/her sibling that has no physical challenges.
- A parent or grandparent that is disabled can maneuver the park without difficulties.
- A child that is blind can play with his sister that has 20/20 vision.
- An intellectually disabled older child can play in a swing that has a 5 point harness system while his sister swings on a typical swing right next to him.

The many project elements at Gates Park will be constructed in a neighborhood that is predominantly Black. 2020 census estimates for a 1 mile radius around North Gates Park show **56.4 % Black**, 6.9% Hispanic, 34.1 % White, with the remainder comprised of Pacific Islander, Asian, American Indian, or multiple ethnicity.

The renovated soccer field will be home to the Hispanic Soccer League.

Median household income (2020 estimate) within the 1 mile radius around Gates Park is $28,433. Low income families will be positively impacted by the planned new facilities in Gates Park and readily available aquatic programs in Byrnes Park with the planned transportation component.

- Indicate which group is impacted:
  ___ Women
  __x_ Persons with a Disability
  __x_ Blacks
  __x Latinos
  ___ Asians
  ___ Pacific Islanders
  ___ American Indians
  ___ Alaskan Native Americans
  __x_ Other low income

☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

- Describe the negative impact expected from this project.
- Present the rationale for the existence of the proposed program or policy.
- Provide evidence of consultation of representatives of the minority groups impacted.

- Indicate which group is impacted:
  ___ Women
  ___ Persons with a Disability
  ___ Blacks
  ___ Latinos
  ___ Asians
  ___ Pacific Islanders
  ___ American Indians
  ___ Alaskan Native Americans
  ___ Other

☐ The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

- Present the rationale for determining no impact.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: _____Paul Huting____

Title: ___Leisure Services Director, City of Waterloo, Iowa_____

COMMUNITY FOUNDATION
OF NORTHEAST IOWA

here for good.

July 11, 2022

Alaina Santizo
Iowa Economic Development Authority
Enhance Iowa Board
Des Moines, IA 50315

Dear Alaina and Enhance Iowa Board:

The Community Foundation of Northeast Iowa is writing in support of the City of Waterloo's renovations of Gates and Byrnes Parks. Completion of these projects will be a significant improvement to the quality of life for the residents of Waterloo and its surrounding communities.

We are particularly pleased with the thoughtful planning of these projects to ensure they are addressing the community's needs, both immediately and for the long term. We applaud the extensive efforts to ensure that a wide range of community voices were heard in the planning process. There are a number of notable features of the plans that are worth highlighting. For starters, the addition of the inclusive play space will be a welcome addition to the greater Cedar Valley. We are also excited about the amenities at Gates Park being available for extended hours and throughout the seasons for the neighborhoods surrounding the park in East Waterloo.

In addition to the outstanding park plans themselves, the planning team has been diligent in making sure the project can be feasibly completed and maintained over the decades to come. In fact, the extensive improvements to the parks will actually reduce operations costs from the current park system.

As a regional Foundation, we are committed to securing funding to support this project. We encourage the Iowa Economic Development Authority, and the Enhance Iowa Board to strongly support this critical improvement for the Cedar Valley. We are confident that these important park improvements will be another message to our residents and its many visitors that Waterloo, and the entire Cedar Valley is committed to improving the quality of life for all of its residents as we move to be a more inclusive and welcoming Cedar Valley.

If you have any questions, or need further input and feedback, please don't hesitate to contact me at kenglin@cfneia.org or at 319-243-1350.

Sincerely,

Kaye M. Englin
President & CEO

BLACK HAWK COUNTY
GAMING ASSOCIATION

Alaina Santizo
Iowa Economic Development Authority
Enhance Iowa Board
Des Moines, IA 50315

July 11, 2022

Dear Alaina Santizo,

The City of Waterloo has faced its fair share of challenges, but it's incredibly resilient and innovative. The Byrnes and Gates Park Improvement Project is a prime example of how they are working to create solutions that address a multitude of community needs; it is a chance to unite a city often divided. Adding basketball courts, an inclusive playground, splashpad, and recreation trail to Gates Park will increase community pride in an area that has been long overlooked. In turn, this will increase quality of life and the housing market in one of our oldest parts of town. On the West side of town, Byrnes Park houses an important community pool that is failing. A massive overhaul would make it a safer facility, while allowing the city to strategically enhance and offer additional recreation features not currently featured.

I am proud to share this letter in support of the City of Waterloo's Byrnes and Gates Park Improvement Project for funding consideration from the FY23 Community Project Funding.

This $16 million project has support from the larger community, and as Executive Director of Black Hawk County Gaming Association, I foresee our organization supporting the project with a substantial financial commitment to help make it. I am proud of the City's effort at transforming Byrnes and Gates Parks and ask the Iowa Economic Development Authority to financially support the project, too.

Respectfully,

Emily Hanson

Emily Hanson
Executive Director

otto SCHOITZ FOUNDATION

425 Cedar Street, Suite 304
Waterloo, Iowa 50701

Alaina Santizo
Iowa Economic Development Authority
Enhance Iowa Board
Des Moines, IA 50315

July 12, 2022

Dear Ms. Santizo,

I am writing to express my exuberant support of the City of Waterloo's Byrnes and Gates Park Improvement Project for funding consideration from the FY 23 Community Project Funding. Indeed, our entire community is rallying behind these important and drastically needed improvements.

Waterloo's two municipal swimming pools are over 40 years old and failing. A master plan has been developed, broad and inclusive community input has been sought and received, and the transformational design work has begun. When the work is complete a new aquatic center at Byrnes Park will meet community needs for water-based recreation and learn to swim programs. This facility will renew aquatic offerings to include optimal space for swim lessons and lifeguard training, while also creating exciting new recreational opportunities with a fully accessible, zero-depth area for families and kids of all abilities, splash features, a current channel, and water slides.

The transformation of Gates Park has the potential to revitalize an area of our City that heretofore has not seen this level of focused investment. Key features have been identified through public input from a focus group and neighborhood association, which has created much excitement and engagement. New features will include a spray park, inclusion park, well-lit, attractive basketball courts surrounded by a skating track and performance structure, all to be located near the current swimming pool site. An existing soccer field will be renovated. Also planned are a large sculpture park and pollinator/prairie planting and trails connecting to the lower portion of the Park. The excitement is palpable for these improvements!

The project has already received substantial commitments from several area funders, including the Otto Schoitz Foundation who has committed $1 million towards this thrilling work. I respectfully request the Iowa Economic Development Authority to join us by lending their financial support also. Thank you in advance for your consideration.

Sincerely,

Shelli Panicucci

Michele (Shelli) Panicucci
CEO/Executive Director
Otto Schoitz Foundation

WATERLOO
COMMUNITY
FOUNDATION

July 11, 2022

Alaina Santizo
Iowa Economic Development Authority
Enhance Iowa Board
Des Moines, IA 50315

Dear Alaina Santizo:

I am writing on behalf of the Waterloo Community Foundation to show my support for the project to revitalize Gates and Byrnes Parks in Waterloo, Iowa. This grant would allow the city of Waterloo to transform its largest and most essential parks providing recreation and community life for the citizens of Waterloo.

Byrnes' Park plan will replace its outdated pool with a brand new aquatic center, which includes a lap pool, lazy river, and zero depth entry play pool to replace its outdated facilities. The Gates Park plan will include a spray pad, inclusive playground, basketball courts, skating rink, and performance stage.

Each plan was thoughtfully designed with input from the community and surrounding neighborhoods. This 16-million-dollar project will upgrade the city's two major parks providing residents with beautiful places to gather and play.

In partnership with the City of Waterloo, the Waterloo Community Foundation set up a new fund where anyone can donate to the renovation of Gates and Byrnes' Parks. We are committed to marketing the Fund- and managing donations for the parks' renovations.

The Transformation of Gates and Byrnes Parks project by the City of Waterloo has our full support. If you have any additional questions, please feel free to contact me at 319-883-6022.

Thank you!

Erin Tink
Executive Director

COMMUNITY ACCREDITED FOUNDATION

CITY OF WATERLOO, IOWA

Leisure Services Commission

1101 Campbell Avenue. • Waterloo, IA 50701 • Phone (319) 319-291-4370 • Fax (319) 291-4327

Mayor
QUENTIN HART

COUNCIL MEMBERS

MARGARET KLEIN
Ward 1

JONATHAN GRIEDER
Ward 2

PATRICK MORRISSEY
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

SHARON JUON
At-Large

DAVE BOESEN
At-Large

July 14, 2022

Alaina Santizo
Iowa Economic Development Authority
Enhance Iowa Board
Des Moines, IA 50315

Dear Alaina and Enhance Iowa Board:

This letter is to express my strong support for the City of Waterloo's development of a new aquatics center at Byrnes Park and new basketball courts, inclusive playground, large splash pad, recreational trail, soccer field renovation, and other amenities at Gates Park.

Currently I serve as Chair of the Waterloo Leisure Services Commission and in that capacity I see firsthand the need for these amenities. The truth is our Leisure Services staff has worked very hard to keep Byrnes and Gates existing pools and amenities functioning far beyond their expected life span. Now we are in need of replacing them. Community input was sought and the plan that has been developed will serve all citizens and visitors no matter where they live or what their abilities are. These amenities were developed to accommodate citizens of today as well as tomorrow.

As a citizen of Waterloo and in my capacity as a member of the Leisure Services Commission, I am excited about and proud to support this important project. Being able to provide a wide variety for the community and our visitors is part and parcel to Leisure Services Mission below:

MISSION STATEMENT

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

The Transforming Gates and Byrnes Parks Project will greatly enhance our ability to fulfill this mission. On behalf of myself and the Commission, I urge you to support our application.

Sincerely,

Brenda Durbahn

Brenda Durbahn, Chair
Waterloo Leisure Services Commission
City of Waterloo, Iowa

July 13, 2022

Alaina Santizo
Iowa Economic Development Authority
Enhance Iowa Board
Des Moines IA 50315

Dear Alaina & Iowa Economic Development Authority,

I am writing on behalf of the Waterloo Center for the Arts and the Waterloo Cultural & Arts Commission to express support for proposed recreational and cultural projects in Waterloo's Gates and Byrnes Parks. These projects represent critically needed investments in facilities and quality of life which will have immediate and long-lasting direct positive impacts for our citizens and which will support our local economy by making Waterloo an even better place to live, work, do business, play and visit.

As a life-long resident of the Cedar Valley and a passionately-engaged public servant, I can attest to the great need for this project and the important role these two parks and their facilities play for our citizens. Such improvements are long overdue and are essential for our community to remain viable and to grow.

And as an advocate for community arts and culture, I am excited to be working as part of a community initiative to develop a local music history-based interpretive experience, incorporating public art and a musical instrument playground. Project partners include representatives from the University of Northern Iowa, North End Arts & Cultural Festival/ Center, Grout Museums and City of Waterloo. The initiative is planned to dovetail with and expand upon other planned recreational improvements, further enhancing the overall project.

We strongly encourage you to consider supporting this exciting and important project to the fullest extent possible.

Sincerely,

Kent Shankle, Director

waterloo center for the arts
225 Commercial Street Waterloo, Iowa 50701 | Phone 319.291.4490 | Fax 319.291.4270 | www.waterloocenterforthearts.org

CITY OF WATERLOO, IOWA

CITY HALL • 715 Mulberry Street • Waterloo, IA 50703 • (319) 291-4301 Fax (319) 291-4286

July 11, 2022

Alaina Santizo
Iowa Economic Development Authority
Enhance Iowa Board
Des Moines, IA 50315

Dear Ms. Santizo:

We proudly support that Waterloo is trying to improve both Gates Park and Byrnes Park with a number of improvements and amenities. The community is supporting the development of a new aquatics center at Byrnes Park and new basketball courts, an inclusion park, a large splash pad, a new recreational trail, and other amenities at Gates Park.

The proposed new aquatics center and park amenities are the result of much collaboration with neighborhood representatives, city officials, landscape architects, and Waterloo citizens.

We fully support the proposed improvements at Gates and Byrnes Park that the City Council has unanimously endorsed.

Sincerely,

Quentin Hart

Mayor

TRANSFORMING GATES AND BYRNES PARKS

PRESENTED MAY, 2022



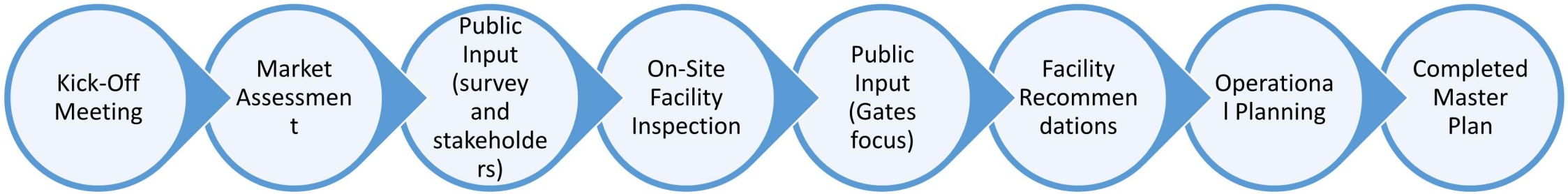






THE AQUATICS MASTER PLAN PROCESS

BALLARD*KING AND ASSOCIATES, RECREATION PLANNERS



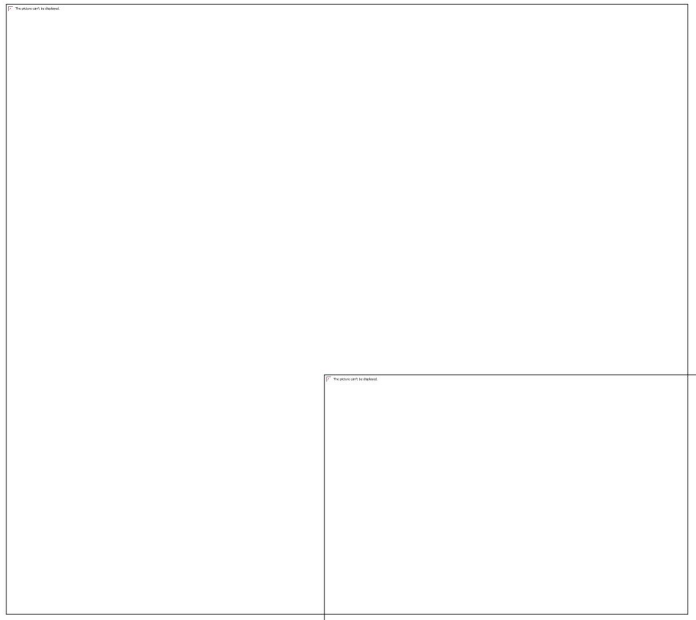
CONDITION OF EXISTING FACILITIES

"IF YOU CALLED ME WHILE I WAS ON THE RIDE HOME TOMORROW AND TOLD ME ONE OF THE POOLS FAILED, I WOULD NOT BE SHOCKED."

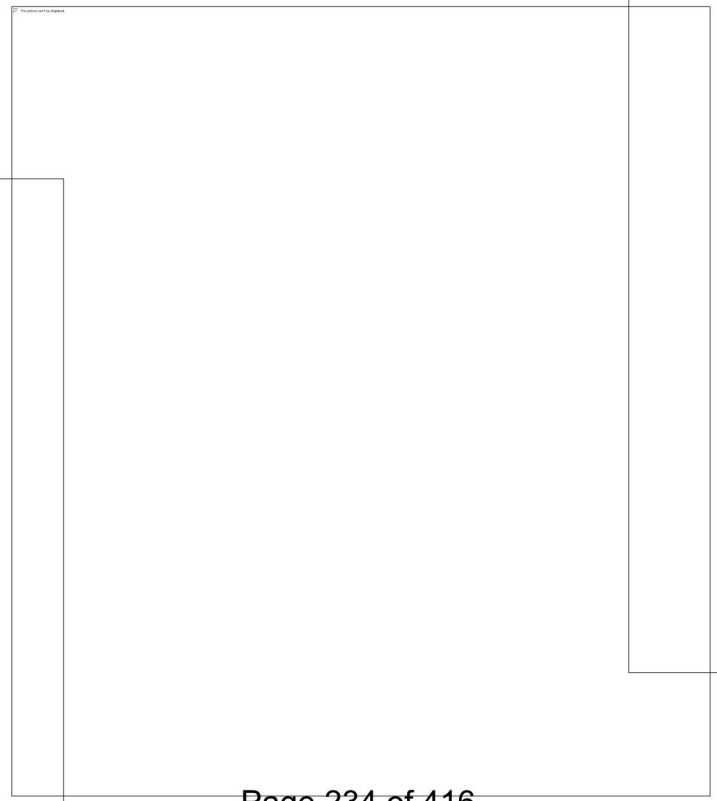
MATT FREEBY (AIA), AQUATIC PLANNER FOR WATER TECHNOLOGIES

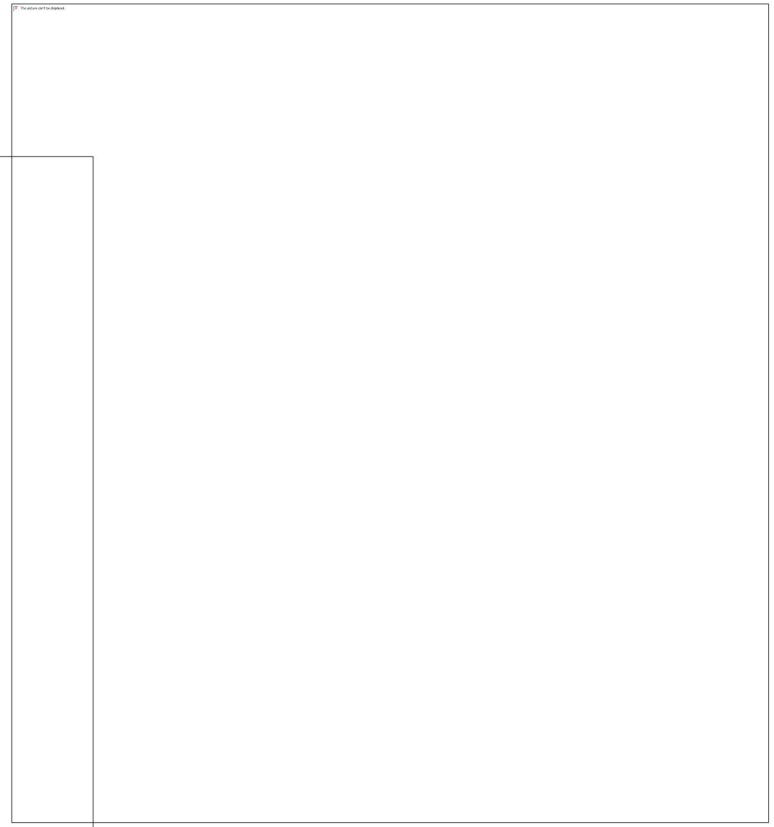


BYRNES PARK – EXISTING CONDITIONS

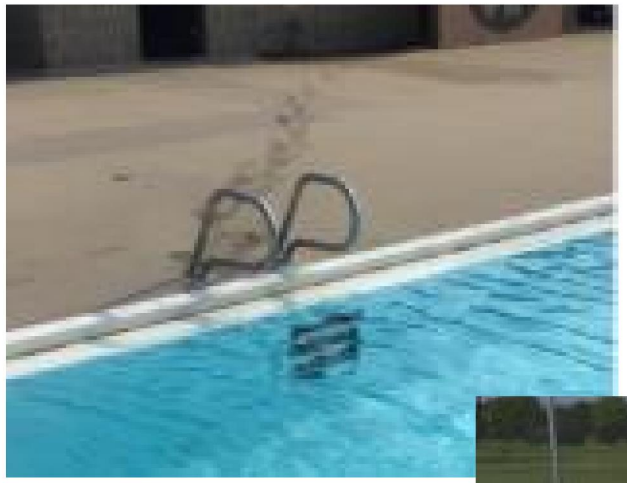






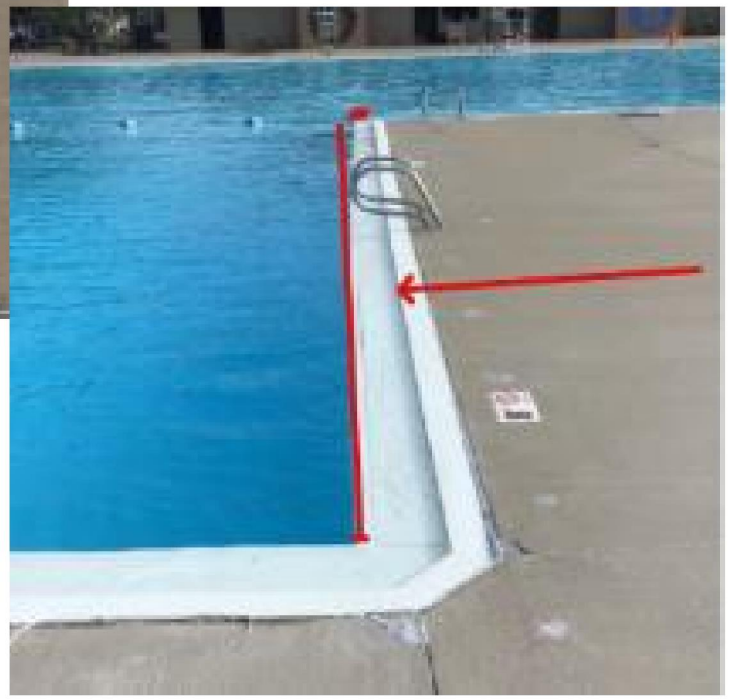


BYRNES PARK – EXISTING CONDITIONS









BYRNES POOL- LOST SEASON 2019



GATES PARK – EXISTING CONDITIONS



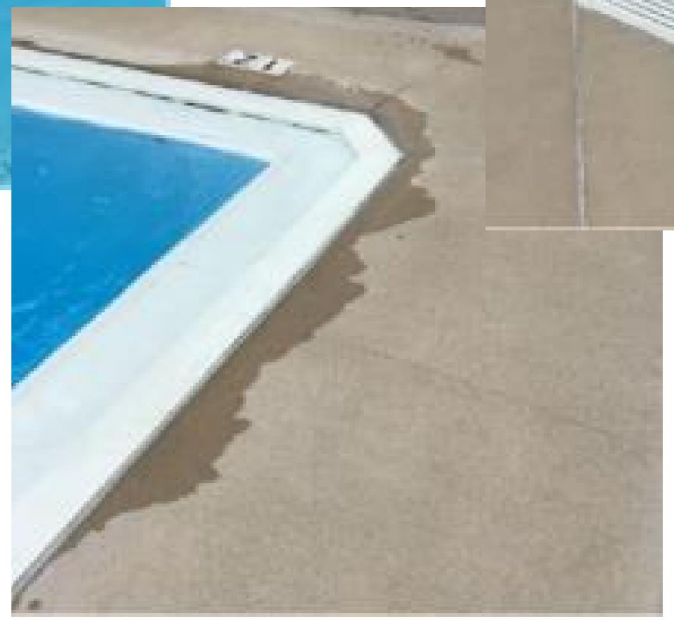






GATES PARK – EXISTING CONDITIONS











PUBLIC INPUT

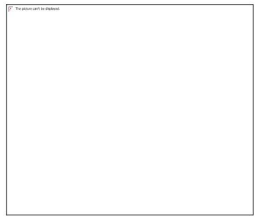
- SURVEY
- GENERAL PUBLIC INPUT MEETING
- GATES PARK FOCUS GROUP
- MASTER PLAN PROCESS
- 3 EVENING MEETINGS
  - INITIAL AQUATICS MEETING
  - “DREAM” MEETING WITH FOCUS GROUP
  - PRESENTATION OF SKETCH/LAYOUT
- CITY COUNCIL WORK SESSION
- LEISURE SERVICES COMMISSION PUBLIC VOTE ON PLAN
- CITY COUNCIL PUBLIC VOTE TO ADOPT MASTER PLAN – 2/21/22

GATES PARK FOCUS GROUP

- THE PARK SEEMED FORGOTTEN, AND SUBSEQUENTLY THE COMMUNITY FELT FORGOTTEN.
- THERE NEEDS TO BE A TRANSFORMATIONAL INVESTMENT IN THE PARK.
- COMMON ITEMS REQUESTED IN THE PARK…..
  - SHELTERS, BETTER WAYFINDING, IMPROVED TRAILS, REFLECTIVE OF COMMUNITY, PLAYGROUND, GATHERING SPACES, FIELDS, OUTDOOR COURTS, SOME TYPE OF WATER.
  - FOCUS GROUP MEMBERS: *MARVIN SPENCER, ASTOR WILLIAMS, MICKEYE JOHNSON, TIM MOSES, DRE HICKS, DE'CARLOS JOHNSON, FELICIA SMITH-NALLS, WILLIAM MUHAMMAD, JADYN SPENCER WARD 4 COUNCILMAN JEROME AMOS, JR., MAYOR QUENTIN HART.*

SHOULD THE CITY BE IN THE BUSINESS OF AQUATICS?

- THE CITY LEISURE SERVICES DEPARTMENT……
  - IS COMMITTED TO OFFERING AQUATIC FACILITIES AND PROGRAMS.
  - BELIEVES THAT “SWIMMING” IS A LIFE SKILL THAT SHOULD BE OFFERED BY THE CITY.
  - CONTENDS THAT SWIM PROGRAM AFFORDABILITY IS AND SHOULD CONTINUE TO BE A HALLMARK.



FUTURE DIRECTION

- THE POPULATION WILL SUPPORT:
  - 1 INDOOR AQUATIC CENTER
  - 1.5 OUTDOOR AQUATIC CENTERS

- GATES PARK SHOULD BE MASTER PLANNED AND A SPRAY PAD BE INCLUDED IN THAT MASTER PLAN.
- BYRNES PARK POOL SHOULD BE REPLACED.

EQUITY QUESTION
GATES PARK VS BYRNES PARK

- BOTH PARKS ARE CONSIDERED WATERLOO'S ANCHOR PARKS WITH MANY FEATURES AND OPPORTUNITIES.
- EACH PARK WILL SEE A NEW INVESTMENT OF APPROXIMATELY $8 MILLION
- USERS FROM THROUGHOUT THE CITY WILL BE SERVED AT BOTH MAJOR PARKS WITH UNIQUE FEATURES AT EACH.
- B*K MASTER PLAN SHOWS THAT WATERLOO DOES NOT NEED 2 OUTDOOR AQUATIC CENTERS.
- LEISURE SERVICES PARTNERSHIP WITH WATERLOO COMMUNITY SCHOOLS MAKES LEARN TO SWIM PROGRAMS AVAILABLE TO 5TH-8TH GRADE STUDENTS THROUGHOUT WATERLOO.
- GATES PARK FOCUS GROUP HAS ENDORSED AMENITIES OUTLINED IN MASTER PLAN.
- LEISURE SERVICES IS PARTNERING WITH MET TRANSIT FOR A SHUTTLE OR TROLLEY PROGRAM TO CONNECT BOTH PARKS.

GATES PARK MASTER PLANNING

RITLAND+KUIPER
LANDSCAPE ARCHITECTS

MARK KUIPER, RITLAND+KUIPER LANDSCAPE ARCHITECTS

SPRAY PAD – GATES PARK

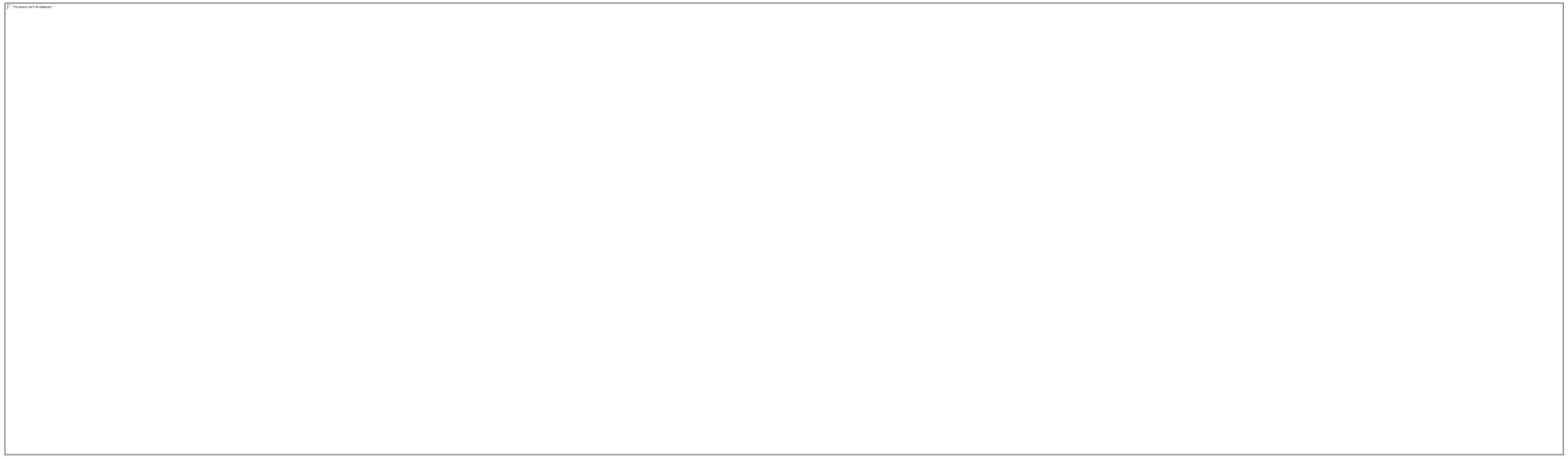
- MARK'S PARK IN DOWNTOWN WATERLOO - EXTREMELY POPULAR, OFTEN OVER-CROWDED

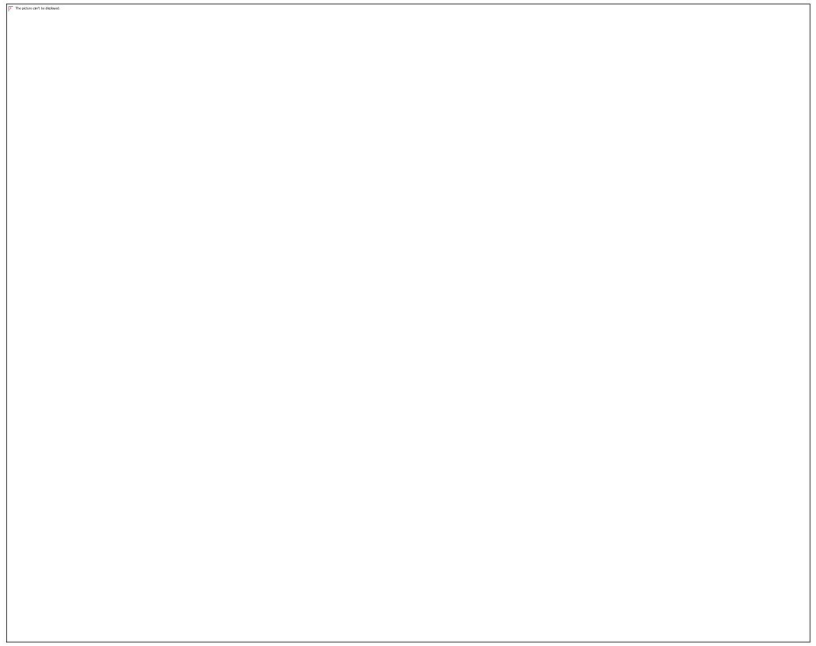


- SPRAY PADS FILL EQUITY GAPS IN COMMUNITIES WITH:
  - EXPANDED HOURS (MID-MORNING TO SUNSET)
  - EXPANDED OPERATING SEASON (EARLY MAY-OCTOBER 1)
  - FREE TO ACCESS

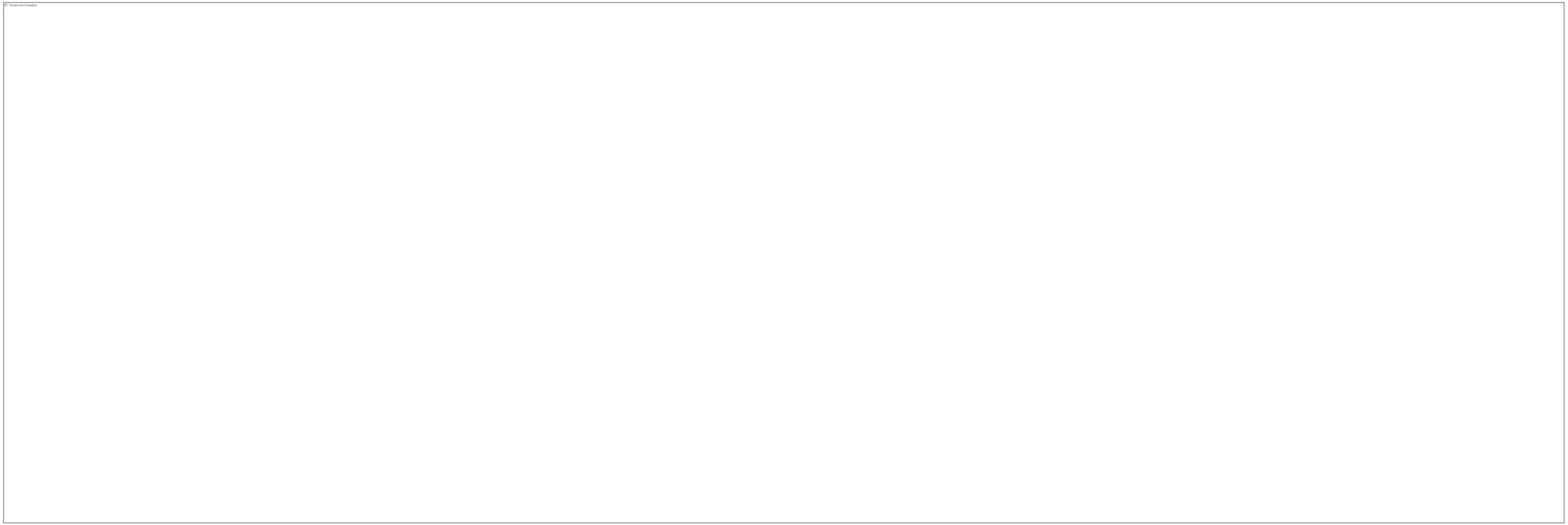








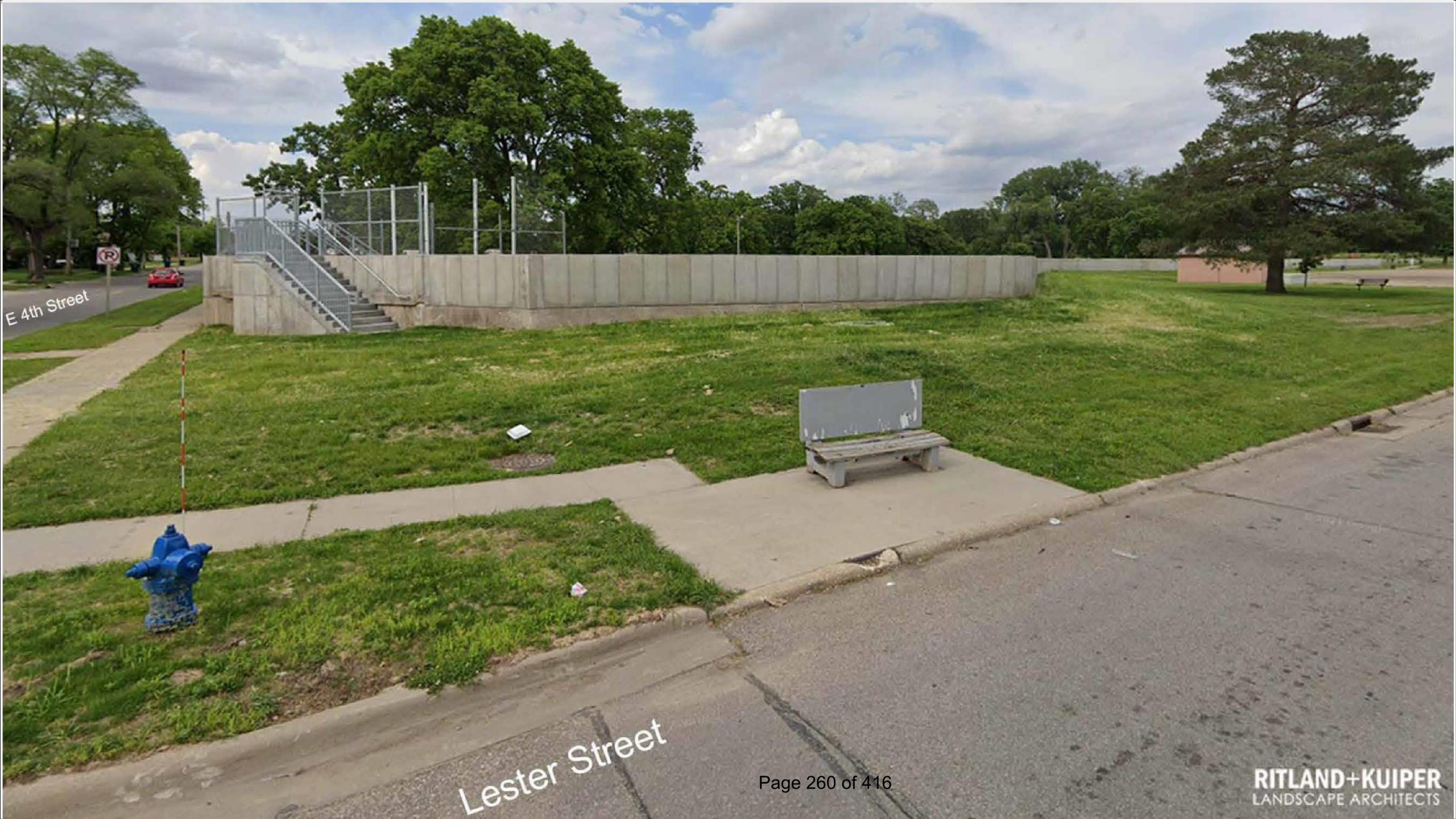









FENCE
INCLUSIVE PLAYGROUND
PICNIC SHELTER
FAMILY RESTROOMS &
MILDRED AVENUE



RITLAND+KUIPER
LANDSCAPE ARCHITECTS

BYRNES PARK POOL

- 6-LANE, 25Y LAP POOL
- NEW BATH HOUSE & CONCESSIONS
- SLIDE TOWER
- ZERO DEPTH ENTRY PLAY POOL
- REPLACE FILTRATION & WATER TREATMENT FACILITIES

CITY OF WATERLOO

Council Communication

Resolution approving an Amendment to Lease Agreement with Cedar Valley Youth Soccer Association, for a 10-year extension and addition of land located at 3031 West Ridgeway Avenue for the use of soccer activities, and authorizing Mayor and City Clerk to execute said documents.

City Council Meeting: 8/1/2022
Prepared: 7/28/2022

ATTACHMENTS:

	Description	Type
	Amendment to Lease Agreement	Backup Material

SUBJECT:	Resolution approving an Amendment to Lease Agreement with Cedar Valley Youth Soccer Association, for a 10-year extension and addition of land located at 3031 West Ridgeway Avenue for the use of soccer activities, and authorizing Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Noel Anderson, Community Planning & Development Director
Recommended Action:	The City and Cedar Valley Youth Soccer Association have seen this area grow and grow with new fields, added concession activities, and visitors from many communities coming here for soccer. Originating back in the first donation of land from Deere and Company, to the most recent demolition of the Supervisors Club to add that land into the use, the development of this area has been a huge success. This agreement will continue that relationship for another 10 years.
Summary Statement:	See above
Neighborhood Impact:	Positive traffic an visitors to Waterloo community. Positive impact on youth sports.
Data/Analysis and Strategies:	The CV Youth Soccer Association continues to grow.
Expenditure Required/Source of Funds:	NA
Alternative:	Not approve
Legal Descriptions:	See attached

Prepared by Christopher S. Wendland, P.O. Box 596, Waterloo, IA 50704 Phone (319) 234-5701

Amendment to
LEASE AGREEMENT

This Amendment to Lease Agreement (the "Lease") is entered into as of June, 2022, by and between the City of Waterloo, Iowa ("Landlord") and Cedar Valley Youth Soccer Association ("Tenant").

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated as of August 3, 1998 (the "Lease") concerning real property as described therein; and

WHEREAS, Tenant has exercised its option to renew the Lease for an additional term of 10 years; and

WHEREAS, the parties desire to amend the Lease to add additional land on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The premises that are the subject of the Lease are amended to add the real property described on Exhibit A-1 attached hereto to the real estate previously described on Exhibit A of the Lease. The real estate described on Exhibit A and Exhibit A-1 is subject to all of the terms and conditions of the Lease.

2. Except to the extent amended by this instrument, the Lease shall continue unmodified in full force and effect. The Lease and this Amendment are binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Amendment to Lease Agreement by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

CEDAR VALLEY YOUTH SOCCER ASSOCIATION

By: Thomas J. Herzmann
President

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on _____, 2022, by Quentin Hart and Kelley Felchle, as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, acting by authority of its City Council as contained in the Resolution adopted by the City Council, under Council Action No. _____ on _____.

_____
Notary Public

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on 28th June, 2022, by Thomas J. Herzmann as President of Cedar Valley Youth Soccer Association.

Breanna Nanci Koenigsfeld
Notary Public

NOTARIAL SEAL IOWA
BREANNA NANCI KOENIGSFELD
COMMISSION NO. 806868
MY COMMISSION EXPIRES
October 12, 2023

EXHIBIT A-1

Legal Description of Additional Land

That part of the West 80 acres of the East 155.25 acres of the North Fractional half of Section 1, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying within the Northeast Fractional Quarter of Section 1, Township 88 North, Range 14 West of the 5th P.M., excepting therefrom Parcel "A" described in 329 Misc 555.

Said area is depicted on the Retracement Plat of the Survey dated December 7, 2021 and recorded December 7, 2021 as Document No. 2022-11980.

Subject to easements, covenants and restrictions of record.

CITY OF WATERLOO

Council Communication

Motion approving Final Quantity Summary with Brock Even Construction, LLC, of Jesup, Iowa, for a net decrease of $74,593.75, in conjunction with the FY 2022 Sidewalk Repair Assessment Program - Zone 1, Contract No. 1055, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 8/1/2022
Prepared: 7/20/2022

ATTACHMENTS:

	Description	Type
	Final Quantity Adjustment	Backup Material
	Final Quantity Adjustment (Sheet 2)	Backup Material

SUBJECT:	Motion approving Final Quantity Summary with Brock Even Construction, LLC, of Jesup, Iowa, for a net decrease of $74,593.75, in conjunction with the FY 2022 Sidewalk Repair Assessment Program - Zone 1, Contract No. 1055, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Wayne Castle, PLS, PE, Associate Engineer
Summary Statement:	This is the accumulated amount of adjustments from original to final quantities that were determined necessary during the construction of the project, which results in a $74,593.75 deduction to the total project cost.
Implementation, Accountability, and Communication:	Property Owner Assessments

CITY OF WATERLOO, IOWA

FINAL QUANTITY ADJUSTMENT

PROJECT: **F.Y. 2022 SIDEWALK REPAIR ASSESSMENT PROGRAM – ZONE 1**

CONTRACT NO. 1055 Date Prepared: July 26, 2022 AMOUNT: **$74,593.75 DECREASE**

TO: **BROCK EVEN CONSTRUCTION, LLC**, 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 September 7, 2021.

A. Description of change to be made or extra work to be done:

Adjust construction quantities to actual construction quantities

B. Reason for ordering change or extra work:

As-built quantities varied for some bid items.

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

Compensation already made to contractor through bid items.
See attached summary.

TOTAL DECREASE **$74,593.75**

BY: _____
Mayor Date

BROCK EVEN CONSTRUCTION, LLC
CONTRACTOR

BY: _____
Date

TITLE: _____

ATTEST:

_____
City Clerk Date

APPROVED:

_____
City Engineer Date

F.Y. 2022 SIDEWALK ASSESSMENT PROGRAM - ZONE 1 — **FINAL**
CONTRACT NO. 1055 — **PERIOD:**

DIVISION I - SIDEWALK ASSESSMENT REPAIRS - ZONE 1

BID ITEM	ITEM DESCRIPTION	UNIT	ORIGINAL BID QTY.	FINAL QUANTITY	QUANTITY DIFFERENCE	CONTRACTOR UNIT PRICE	CONTRACTOR BID PRICE EXT.	INCREASE / DECREASE
1	REMOVE & REPLACE PCC SIDEWALK, 4"	SF	28,260.65	22,515.8	(5,744.9)	$ 9.50	$ 213,900.10	$ (54,576.08)
2	REMOVE & REPLACE PCC SIDEWALK, 5"	SF	3,576.50	2,937.0	(639.5)	$ 9.80	$ 28,782.60	$ (6,267.10)
3	REMOVE & REPLACE PCC SIDEWALK, 6"	SF	1,842.02	1,163.7	(678.3)	$ 10.00	$ 11,637.00	$ (6,783.20)
4	REMOVE & REPLACE PCC SIDEWALK, CLASS "A"	SF	1,716.79	1,672.8	(44.0)	$ 11.00	$ 18,400.80	$ (483.89)
5	PATCH	EACH	4.0	2.0	(2.0)	$ 150.00	$ 300.00	$ (300.00)
6	CLEAN SIDEWALK	EACH	94.0	76.0	(18.0)	$ 100.00	$ 7,600.00	$ (1,800.00)
7	WATER VALVE ADJUSTMENT	EACH	4.0	6.0	2.0	$ 250.00	$ 1,500.00	$ 500.00
8	WATER VALVE CAP	EACH	1.0	0.0	(1.0)	$ 125.00	$ -	$ (125.00)
9	JOINT SEAL	LF	82.8	31.7	(51.1)	$ 15.00	$ 475.50	$ (766.50)
10	REMOVE RETAINING WALL DEBRIS	EACH	1.0	1.0	0.0	$ 400.00	$ 400.00	$ -
11	VAULT REMOVAL	LS	1.0	1.0	0.0	$ 14,000.00	$ 14,000.00	$ -
12	SIDEWALK, 6" PCC	SF	193.14	0.0	(193.1)	$ 7.00	$ -	$ (1,351.98)
1001	REMOVE PCC SIDEWALK, 4"	SF	309.5	309.5	0.0	$ 3.50	$ 1,083.25	$ -
1002	TOPSOIL. 4"	SF	373.1	373.1	0.0	$ 2.15	$ 802.17	$ -
1003	SEEDING	LS	1.0	1.0	0.0	$ 125.00	$ 125.00	$ -
						DIVISION TOTALS	**$ 299,006.42**	**$ (71,953.75)**

DIVISION II - SIDEWALK REPAIR ASSOCIATED WITH RAILROAD CROSSING REPAIRS

BID ITEM	ITEM DESCRIPTION	UNIT	ORIGINAL BID QTY.	FINAL QUANTITY	QUANTITY DIFFERENCE	CONTRACTOR UNIT PRICE	CONTRACTOR BID PRICE EXT.	INCREASE / DECREASE
2001	REMOVE SIDEWALK	SF	537.9	376.4	(161.5)	$ 4.00	$ 1,505.60	$ (646.00)
2002	SIDEWALK, PCC, 4"	SF	79.6	0.0	(79.6)	$ 7.50	$ -	$ (597.00)
2003	SIDEWALK, PCC, 6"	SF	458.4	376.4	(82.0)	$ 8.50	$ 3,199.40	$ (697.00)
2004	DETECTABLE WARNING SURFACE	SF	70.0	62.0	(8.0)	$ 85.00	$ 5,270.00	$ (680.00)
2005	CLEAN ROADSTONE 2"	TON	0.1	0.0	(0.1)	$ 200.00	$ -	$ (20.00)
2006	PIPE RESET	EACH	1.0	1.0	0.0	$ 250.00	$ 250.00	$ -
2007	MINOR MANHOLE ADJUSTMENT	EACH	1.0	1.0	0.0	$ 250.00	$ 250.00	$ -
						DIVISION TOTALS	**$ 10,475.00**	**$ (2,640.00)**
						PROJECT TOTALS	**$ 309,481.42**	**$ (74,593.75)**

PAYMENTS:	DIVISION I	DIVISION II	AMOUNT
PAY ESTIMATE #1	$ 13,674.91	$ -	$ 13,674.91
PAY ESTIMATE #2	$ 98,003.71	$ -	$ 98,003.71
PAY ESTIMATE #3	$ 31,485.45	$ -	$ 31,485.45
PAY ESTIMATE #4	$ 45,549.18	$ -	$ 45,549.18
PAY ESTIMATE #5	$ 11,232.11	$ -	$ 11,232.11
PAY ESTIMATE #6	$ 13,300.00	$ -	$ 13,300.00
PAY ESTIMATE #7	$ 13,023.70	$ -	$ 13,023.70
PAY ESTIMATE #8	$ 22,634.06	$ -	$ 22,634.06
PAY ESTIMATE #9	$ 35,190.14	$ -	$ 35,190.14
PAY ESTIMATE #10	$ -	$ 9,951.25	$ 9,951.25
PAY ESTIMATE #11	$ (37.16)	$ -	$ (37.16)
RETAINAGE	$ 14,950.33	$ 523.75	$ 15,474.08
TOTAL PAYMENTS:	**$ 299,006.43**	**$ 10,475.00**	**$ 309,481.43**

CHANGE ORDERS:	DIVISION I	DIVISION II	AMOUNT
CHANGE ORDER #1	$ 2,010.42	$ -	$ 2,010.42
CHANGE ORDER #2	$ -	$ 13,115.00	$ 13,115.00
CHANGE ORDER TOTAL	$ 2,010.42	$ 13,115.00	**$ 15,125.42**

	DIVISION I	DIVISION II	AMOUNT
ORIGINAL CONTRACT AMOUNT	$ 368,949.75	$ -	**$ 368,949.75**
CHANGE ORDER TOTAL	$ 2,010.42	$ 13,115.00	**$ 15,125.42**
REVISED CONTRACT AMOUNT	$ 370,960.17	$ 13,115.00	**$ 384,075.17**
FINAL QUANTITY SUMMARY	$ (71,953.75)	$ (2,640.00)	**$ (74,593.75)**
FINAL CONTRACT AMOUNT	$ 299,006.43	$ 10,475.00	**$ 309,481.43**

CITY OF WATERLOO

Council Communication

Recommendation of appointment of Doug T. Smith from the current Civil Service list, to the position of Equipment Operator II in the Street Department, pending completion of physical and drug testing, effective August 8, 2022.

City Council Meeting: 8/1/2022
Prepared: 7/26/2022

ATTACHMENTS:

Description	Type
Personnel Req	Backup Material
Job Description	Backup Material

SUBJECT:	Recommendation of appointment of Doug T. Smith from the current Civil Service list, to the position of Equipment Operator II in the Street Department, pending completion of physical and drug testing, effective August 8, 2022.
Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager
Recommended Action:	Approve Recommendation
Summary Statement:	This position is being filled due to a resignation of an employee. This position is budgeted and required to support the Street Department operations.
Expenditure Required/Source of Funds:	$60,881.60 - 266-19-7100-1111 $29.86 per hour $45.08 per hour with benefits

PERSONNEL REQUISITION
Equipment Operator II

The following questions are provided as guidelines to assist you in developing your rational for the position of ***Equipment Operator II*** in the ***Street*** 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? **Heavy Equipment Operator**

(2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not? **The department has operators in similar classifications; however a reduced number of operators will directly impact the ability to provide timely citizen services.**

(3) How is the work of this position being accomplished now? **Reduced number of operators equals reduced tasks that can be accomplished.**

(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)? **This position is necessary for the department to meet the departmental objectives, i.e., seal-coating, grading of alleys, ditching, maintaining shoulders, street sweeping and most importantly snow and ice control.**

(6) What cost savings or revenues, if any, would your department or the City realize if this position is filled? **No cost savings or increased revenues would be realized by this position. Position is directly related to providing citizen services in a timely manner.**

(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? **The department pays overtime only as necessary. These positions are assigned projects and routes critical to meet the demands of our citizen support programs**.

(8) How has the work load or demands of your department changed in comparison to your staffing levels over the past three fiscal years? Provide statistics if possible. **The department workload is multi-faceted, citizen complaints, annual preventive street maintenance, seasonal street maintenance and now storm water ordinance compliance generated. It is**

more critical than ever that this position be filled to support the additional maintenance necessary on University Avenue.

(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. Should these positions go unfilled, we will have not have the personnel resources to complete the demands and service expectations that the citizens have come to expect. **Less equipment operators means less material loads to and from the work site, increased idle time for other personnel waiting for product as well as an increase in snow removal overtime and less equipment available to handle snow emergencies.**

(10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation? **As any position, some jobs can't be completed with the timeliness expected of both the department and the customer.**

(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? **I don't believe it practical to outsource the duties of equipment operator.**

(12) How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you? **During snow emergencies, many businesses in town cannot operate without access to their businesses. The contribution of this position is critical to the overall objectives of the department.**

(13) How does this position impact the Goals and Objectives for the City adopted by the City Council? **This position directly impacts the department's ability to develop a customer-centered service delivery approach**.

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

Submit resume by going to www.cityofwaterlooiowa.com clicking on Job Vacancies, reviewing the Equipment Operator II description and following directions to submit cover letter and resume. We will not accept mailed, faxed, hand-delivered or directly emailed resumes. Deadline to submit resume is Noon on Friday, December 10, 2021.

CITY OF WATERLOO, IOWA
CIVIL SERVICE NOTICE

OPEN EXAMINATION
EQUIPMENT OPERATOR II
PUBLIC WORKS - STREET DEPARTMENT

This may be an 11:00 p.m. – 7:00 a.m. shift after training is completed

DEPARTMENT	**:**	**STREET**
SALARY	**:**	**$28.86 per hour with $1.00 increase after 6-month probation**
FLSA	**:**	**NON-EXEMPT**
CIVIL SERVICE	**:**	**INCLUDED**
BARGAINING UNIT	**:**	**MUNICIPAL EMPLOYEES LOCAL #177**

GENERAL STATEMENT OF DUTIES

Performs skilled construction and street maintenance involving the safe operation of mixer, reclaimer, rotomill, pulverizer/mixer, mechanical/vacuum sweeper, end loader, grader, vibratory roller, track excavator and wheeled backhoe and Equipment Operator I equipment such as snowplow, dump truck, salt/sand truck and equipment requiring a class A CDL with air brakes and tanker endorsement. Equipment Operator I functions such as pothole patching, oiling, shoveling and raking asphalt, finishing concrete, setting concrete forms, directing traffic, erecting barricades, loading, hauling and plowing snow. The work is performed under the general direction of the Street Director and a Street Foreman. No supervisory responsibilities.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

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

1. Operates mixer, reclaimer, rotomill, pulverizer/mixer, mechanical sweeper, end loader, grader, vibratory roller, track excavator and wheeled backhoe and Equipment Operator I equipment such as snowplow, dump truck, salt/sand truck and equipment requiring a class A CDL with air brakes.

2. Performs routine street repairs such as pothole patching and oiling, and general maintenance and labor duties such as shoveling and raking asphalt, finishing concrete, setting concrete forms, directing traffic and erecting barricades.

3. Assists in preparation for winter by erecting snow fence, putting chains on tires and plows on trucks.

4. Assists in loading, hauling and plowing snow and operating sand/salt trucks during snow emergencies.

5. Participates in special service programs such as emergency storm damage clean up.

6. Assists in projects such as cleaning, mowing and maintenance of property.

6. Fills and sets sandbags, erects barricades and assists in monitoring flood pumps during flood emergencies.

7. Cleans roadside ditches of brush with weed trimming equipment or chain saw.

8. Washes vehicles, changes tires, repairs, cleans and paints City buildings and assists mechanics and welder as needed.

9. Works in busy traffic areas, operating street maintenance equipment or on foot.

10. Performs street maintenance and repairs in trenches and on uneven ground.

11. Performs work of a repetitive nature and varied workload pace.

12. Works independently and with others with minimum supervision.

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

14. Works outside in all weather conditions; works near moving vehicles and equipment; operates equipment and tools that cause vibration; noise level is often loud; atmosphere may contain dust and fumes from traffic.

15. Performs all work duties and activities in accordance with City policies, procedures and OSHA, City and Public Works safety rules and regulations.

16. Performs all other related duties as assigned.

REQUIRED KNOWLEDGE & ABILITIES

1. Knowledge of traffic and safety rules.

2. Ability to safely operate specified equipment as well as dump truck, snowplow, sand/salt truck, concrete saw, air hammer and other power and hand tools used in street construction and maintenance work.

3. Knowledge of occupational hazards associated with and the safety precautions necessary when working in busy traffic areas or extreme weather conditions.

4. Ability to learn the City street layout.

5. Ability to read street signs, chemical hazard labels and written directions of supervisors.

6. Ability to work alone when operating snow removal equipment.

7. Ability to complete daily work sheets whether written and/or the use of a computer, tablet, etc.

8. Ability to complete assigned work projects without direct supervision.

9. Ability to respond to questions and comments from the public tactfully and politely.

10. Ability to communicate effectively and maintain working relationships with other City employees, supervisors and the public.

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

ACCEPTABLE EXPERIENCE & TRAINING

1. High school diploma/GED.

2. Minimum two years of related street construction experience in all types of weather conditions. Experience must be verifiable.

   OR

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

3. Valid Class A Commercial Driver's License with tanker and air brakes endorsements and good driving record based on City of Waterloo driver performance criteria. A candidate with any of the following will not be considered for employment: loss of license for any reason during the period of candidacy for employment, if the candidate remains without a valid, current license for the position when the City issues an offer of employment; loss of license, plea of guilty, plea of no contest or its equivalent or conviction for OWI, reckless driving or other major moving violation within the previous five years; four or more citations for moving violations within the previous three-year period, excluding speeding violations of ten mph or less over the posted speed limit; three or more citations for moving violations within the previous one-year period. After appointment to the position, disciplinary action or continuing employment status may be reviewed for the following: four or more moving violations within the previous three years, three or more moving violations within the previous one year or loss of license or conviction for OWI, reckless driving or other major moving violation within the previous five years; two or more at-fault accidents within a three-year period while driving on City business; three or more at-fault accidents within a three-year period. An applicant's driving record will be reviewed prior to an offer of employment and at least annually after hire.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient strength to perform assigned tasks.

2. Sufficient stamina, both physical and mental, to work double shifts during snow emergencies.

3. Sufficient speech and hearing that permits the employee to communicate effectively with coworkers in person or over a radio.

4. Sufficient color vision, depth perception, distance and peripheral vision to safely operate vehicles and equipment in all weather conditions; sufficient dexterity to safely operate powered and manual street maintenance tools; sufficient hearing to understand verbal instructions, respond to questions from the public and hear traffic in work areas.

5. Sufficient personal mobility that permits the employee to operate required equipment safely in all types of weather and a variety of road conditions.

MISCELLANEOUS

1. Must wear personal protective equipment such as safety shoes, safety glasses, safety vest, hearing protection, gloves and hardhat.

2. Must comply with City of Waterloo Residency Policy for Critical Employees (must live within 30-mile radius of Waterloo City Hall within period as determined by department head). Must maintain a local telephone number where can be contacted quickly.

3. Must submit to Department of Transportation requirements including pre-employment, post-accident, reasonable suspicion, random and return-to-duty/follow-up alcohol and drug testing.

4. Must submit to and pass Civil Service examination procedures including an equipment test involving Street Department vehicles and equipment operated in this classification and a panel interview.

WORK SCHEDULE

Will be assigned a shift that is 7:00 a.m.-3:00 p.m. or 3:00 p.m.-11:00 p.m. or 11:00 p.m.-7:00 a.m. Will generally work Monday through Friday with twenty-minute paid lunch. Will be required to respond to emergency calls on weekends, evenings and holidays generally caused by weather. There may be significant overtime during severe snow emergencies or flooding.

EXAMINATION INFORMATION

EQUIPMENT EXAMINATION

All qualified applicants who apply by the deadline date will be required to participate in an equipment examination that will test skills in operating equipment used in this job classification. An applicant must receive a minimum of 80 out of 100 points to achieve a passing score on the equipment examination. The equipment examination will count 60% of the overall test score.

ORAL EXAMINATION

Those applicants who pass the equipment examination will be required to appear before an oral examination panel consisting of a minimum of three people who have expertise in the areas being tested. An applicant must receive a minimum average score of 60 points out of 100 to achieve a passing score on the oral examination. The oral examination will count 40% of the overall test score. The top applicants, as ranked by their scores as determined by combining 60% of the equipment examination score with 40% of the oral examination score will be the individuals placed on the certified lists. Appointment is contingent on passing a physical examination including a drug test and possession of a good driving record based on the City of Waterloo driver performance criteria. Applicants who qualify as outlined and who are full time regular employees of the City of Waterloo will have one additional point per full year of employment up to a maximum of five points added to their final score. Honorably discharged men and women from the military or naval forces of the United States who qualify per provisions of Chapter 35 of the Code of Iowa and who are citizens and residents of the United States shall have five additional points added to their final score upon submission of their DD214 or ten points added if they were awarded a Purple Heart or have a service connected disability.

TESTING DATE

All qualified applicants who apply by the deadline date will be notified of the time, place and date of the examinations.

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

CITY OF WATERLOO

Council Communication

Recommendation of appointment of Bridgett Wood to the position of Public Works Coordinator in the Public Works Division, pending completion of physical and drug testing, effective August 15, 2022.

City Council Meeting: 8/1/2022
Prepared: 7/29/2022

ATTACHMENTS:

Description	Type
Personnel Req, job description	Backup Material

SUBJECT:	Recommendation of appointment of Bridgett Wood to the position of Public Works Coordinator in the Public Works Division, pending completion of physical and drug testing, effective August 15, 2022.
Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager
Recommended Action:	Approve Recommendation
Summary Statement:	This position is being filled due to a retirement. This position is budgeted and required to support the Public Works Division Management.
Expenditure Required/Source of Funds:	$33.65 per hr. $69,992.00 Annual Salary 266-17-7120-1111

PERSONNEL REQUISITION FORM

RECEIVED FEB 04 2022

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: Public Works Coordinator Department: Public Works

Reports To: Public Works Division Manager Work Location: Public Works

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: Sandie Greco - Assist. PW Dir/ Traffic Director
(Specify name and title of former incumbent)

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

Anticipated start date: ASAP No. of hours/week: 40 Work schedule: TBA

Justification of need for position: This position is budgeted and is instrumental for the daily operation of Public Works. This position is a go to person in the absence of the Public Works Division Manager.

What are the likely consequences if the position is not filled? This would have a negative impact on current and future advancements in operations and technology within the Public Works Department.

APPROVALS

Annual salary requirements: $138,217.39 Hourly Rate: $46.05 Benefits: 66.45
(Payroll taxes, pension, health ins.- assuming family)

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

Approved subject to the following conditions: _____

Submitting Department Head 1-2-22 Date

Mayor Date

Chief Financial Officer Date

City Clerk/Human Resources Director Date

Human Resources Committee Chairperson Date

Created 8/7/2014

DEADLINE

Resumes can only be submitted by going to the City of Waterloo website www.cityofwaterlooiowa.com, clicking on the Public Works Coordinator position, reading through the description and following the directions to submit your resume. We will not accept mailed, faxed, hand-delivered or directly emailed resumes. Deadline to submit resume is Noon??? .

CITY OF WATERLOO, IOWA
OPEN EXAMINATION
PUBLIC WORKS COORDINATOR

DEPARTMENT	:	**PUBLIC WORKS**
SALARY	:	**$60,000-$70,000 annualized DOE**
FLSA	:	**EXEMPT**
CIVIL SERVICE	:	**EXCLUDED**
BARGAINING UNIT	:	**NON-BARGAINING**

GENERAL STATEMENT OF DUTIES

Assistant Director position responsible for coordination and supervision of Administration Staff and Animal Control Services. The work is performed under the general direction of the Public Works Division Manager, but considerable leeway is granted for the exercise of independent judgment and initiative. Directly supervises employees in Administration Staff and Animal Control Services. Will act on behalf of Division Manager in his absence. Responsible for directing, coordinating and monitoring the Public Works fiscal budgeting activities, coordinating and monitoring banking activities, coordinating and monitoring the purchasing activities of all Departments with in Public Works according to the purchasing policy of the City Council, supervising the accounts payable function of the Public Works Department, coordinating and reconciling general ledger and accounts, and completing grant administration and drafting grant applications.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

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

1. Assists Division Manager of Public Works in completing special projects or other more difficult job assignments.
2. Prepares and maintains various office files to support Public Works.
3. Reviews and approves bills for payment and supervises the account coding and data entry for payment.
4. Monitors and reviews expenditure pre-authorizations prior to submission to the Finance Committee for approval.
5. Provides periodic expenditure and revenue estimates and projections.
6. May Complete grant administration functions.
7. May draft grant applications.
8. Assists in preparing Agenda items for Council and Committee meetings and other correspondence as directed.
9. May Prepare department press releases.
10. Assists with compiling data for annual department operating budget.
11. Advises the Public Works Division Manager on financial implications of major improvement programs and reporting systems and activities
12. Provides administrative and technical support to the Public Works Division Manager in establishing programs and objectives, developing procedures, preparing and administering grant budgets and related reports.

13. May direct or supervise other Public Works employees.

14. Communicates clearly and concisely orally and in writing.

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

16. Prepares grant applications for financial and technical assistance from various Federal and State agencies.

17. Assists in planning, organizing, directing and reviewing work of Administration staff and Animal Control Services staff.

18. Assists in developing department budget, Consolidated Plan and performance reports.

19. Promotes Citywide support for redevelopment and other community improvement programs.

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

21. Assumes responsibility for operation of Public Works in absence of Director.

22. Works independently and with others with limited supervision.

23. Assists in Overseeing capital improvements programming and use of capital funds..

24. May approve or prepare bid documents prior to bidding process.

25. Reviews and approves procedures for bid analysis and awards.

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

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

28. Performs related duties as assigned.

REQUIRED KNOWLEDGE & ABILITIES

1. Knowledge of principles and practices of finance, accounting and budgeting (prefer knowledge of municipal government budgeting and accounting).

2. Knowledge of the methods and techniques of preparing a fiscal year budget according to Generally Accepted Accounting Principles and State required reporting formats.

3. Ability to review complex operating and financial statements and administrative reports, communicate this information to staff, elected officials, department heads, auditors and the public in a concise and professional manner and respond tactfully and concisely to related questions.

4. Ability to plan, assign, supervise and review work of subordinate employees.

5. Ability to produce technical reports.

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

7. Ability to consult and communicate orally and in writing to read, analyze, record and interpret complex technical data, review materials on a variety of projects, present facts and findings clearly and concisely, give advice and recommendations, and respond to questions by the public, public officials, coworkers and contractors; ability to prepare written reports and complete forms and perform required record keeping.

8. Ability to review work logs and statistical data and present facts and findings clearly and concisely.

9. Ability to enforce rules, policies and procedures; ability to observe and enforce appropriate safety precautions.

10. Ability to understand, give and carry out written and verbal instructions.

11. Ability to travel inside and outside in all types of weather conditions to review work sites, meet with the public and to attend meetings; will require driving to and from the destination and/or physically moving from one City facility or work site to another.

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

13. 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.

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

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

ACCEPTABLE EXPERIENCE & TRAINING

1. Graduation from an accredited college or university with a Bachelor's Degree in finance, accounting, public administration or closely related field from an accredited college or University.

OR

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

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

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

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient clarity of speech and hearing or other communication capabilities that permits the employee to communicate effectively with coworkers, vendors, contractors, elected officials, Federal, State and other government regulatory agencies in person or over a phone, to understand and give verbal instructions and respond to questions from the public or coworkers.

2. Sufficient personal mobility and physical reflexes that permits the employee to operate passenger vehicle (generally a pickup truck) safely in all types of weather and a variety of street conditions and to access work sites in all areas of the City.

3. Sufficient vision or other powers of observation that permits the employee to review a variety of written material, to operate a passenger vehicle and to complete regulatory reports.

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

5. Ability to travel inside and outside in all types of weather conditions to review work sites, meet with the public and attend meetings; will require driving to and from the destination and/or physically moving from one City facility or work site to another.

MISCELLANEOUS

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

2. The City of Waterloo may conduct pre-employment skills tests in Microsoft Word and Excel, proofreading and writing.

WORK SCHEDULE

Generally 7:00 a.m. to 4:00 p.m. Monday through Friday with a one hour unpaid lunch. Hours may vary based on flexible scheduling or needs of the department. Must be available outside of and in addition to these hours for City meetings, council meetings and emergency activities that require the attendance of the Public Works Coordinator.

Will be required to be on call as required by the Public Works Division Manager.

ORAL EXAMINATION DATE

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

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

PERSONNEL REQUISITION
Public Works Coordinator

The following questions are provided as guidelines to assist you in developing your rational for the position of ***Public Works Coordinator*** in the ***Public Works*** 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? **This role currently assists the Public Works Division Manager in regards to the budget, purchasing, invoicing approval, council meeting preparation, bids, setting up meetings, contract completion and handles customer follow up. It serves as a second in command in absence of the Public Works Division Manager for Street, Animal Control, Traffic, Fleet and Sanitation departments. Attends meetings in absence of Public Works Division Manager. Also will oversee the administrative staff.**

(2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not? **No, the staff currently overseeing five of the six departments have a good understanding of the daily operations of their own departments, but lack the time, knowledge and skills needed for budget oversight and council correspondence.**

(3) How is the work of this position being accomplished now? **It is currently covered with a full time exempt employee under the job title Traffic Operations Manager.**

(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)? **This position is necessary for the handling of department operational follow up on a daily basis. Without this role the Public Works Division Manager will be bogged down with operational tasks and not able to work on project planning to strategic initiatives. This is a right hand person to the Public Works Division Manager so will need knowledge comparable to that of a management level position.**

(6) What cost savings or revenues, if any, would your department or the City realize if this position is filled? **No cost savings or increased revenues would be realized by this position. Position is directly related to providing citizen services in a timely manner.**

(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? **This position currently is an exempt position which requires more than forty hours per week to accomplish.**

(8) How has the work load or demands of your department changed in comparison to your staffing levels over the past three fiscal years? Provide statistics if possible. **The workload remains constant. This is a replacement position and not an additional hire.**

(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. Should these positions go unfilled, we will have not have the personnel resources to complete the demands and service expectations that the citizens have come to expect. **This position is necessary for the handling of department operational follow up on a daily basis. Without this role the Public Works Division Manager will be bogged down with operational tasks and not able to work on project planning to strategic initiatives. This is a right hand person to the Public Works Division Manager so will need knowledge comparable to that of a management level position.**

(10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation? **The Public Works Division Manager covers this role as much as possible. The remainder of the work waits until the individual returns. We have been fortunate that this person has rarely missed work during my tenure.**

(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? **I do not believe it is practical to outsource these duties.**

(12) How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you? **Each of the positions in the department have unique responsibilities making it difficult to rank and compare them. If unfilled, the work would get done, however at the risk of not being able to take on additional projects or forward thinking initiatives that require the division managers time.**

(13) How does this position impact the Goals and Objectives for the City adopted by the City Council? **This position directly impacts the division manager's ability to continue to move the City forward with proactive strategies and projects.**

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

CITY OF WATERLOO

Council Communication

Bonds.

City Council Meeting: 8/1/2022
Prepared:

ATTACHMENTS:

	Description	Type
🗋	Bonds for council approval 8.1.2022	Backup Material

SUBJECT: Bonds.

BONDS FOR COUNCIL APPROVAL
August 1, 2022

RIGHT OF WAY CONSTRUCTION BOND — AMOUNT $15,000.00

7901109952	BIG THREE CONSTRUCTION	JESUP, IA
3471028	CHRIS WAGNER	DENVER, IA
2318957	LODGE CONSRUCTION, INC.	CLARKSVILLE, IA
2524246	MERRICK UNDERGROUND CONSTRUCTION, LLC	KAHOKA, MO
7900414955	SADLER COMPANY, LLC	WATERLOO, IA

CITY OF WATERLOO

Council Communication

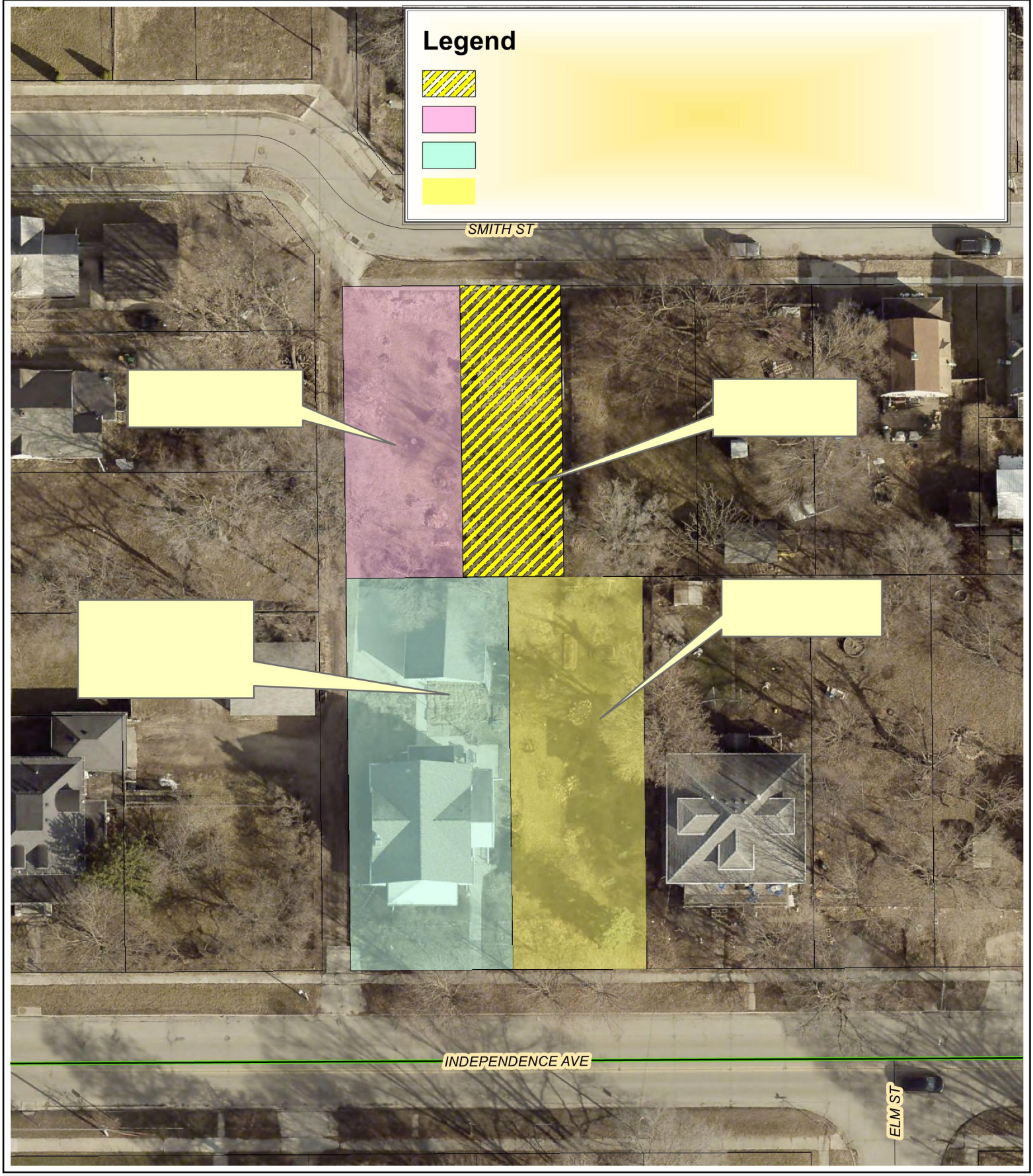
Resolution authorizing the sale and conveyance of City property located adjacent to 120 Smith Street and west of 136 Smith Street, in the amount of $850.00, to LuAnn Stoakes with no development agreement.

City Council Meeting: 8/1/2022
Prepared: 7/20/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING - No comments on file. Motion to close hearing and receive and file oral and written comments. Resolution authorizing the sale and conveyance of City property located adjacent to 120 Smith Street and west of 136 Smith Street, in the amount of $850.00, to LuAnn Stoakes with no development agreement., and authorizing the Mayor to execute said documents.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Parcel ID 8913-24-459-003 was acquired by the city through 657A with the home on the site being demolished in 2014. The applicant owns the adjacent property at 319 Independence Avenue. The applicant had previously signed a Garden Plot agreement with the city and is now looking to purchase the property. The current assessed value of the property is $2,050.00. However, the $850.00 was the assessed value of the property the first time the applicant put in an application to acquire the property. However due to an oversite by staff the applicant was only recently contacted that the sale could be forwarded to city council. Staff feels that the offer of $850 is adequate based on it meeting the sale of property policy at the time it was initially offered.
Neighborhood Impact:	There will be no impact neighborhood impact as the lot has been vacant for since 2014 and the applicant has been gardening the lot since that time.
Data/Analysis and Strategies:	Sale of Property
Legal Descriptions:	Central Subdivision, West 20 feet of lot 10 and east 16 feet of lot 11



LuAnn Stoakes
Sale of City Owned Property
Parcel: 891324459003

N
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BLACK HAWK COUNTY REAL ESTATE ASSESSMENT AND TAX INFORMATION

Parcel ID		Deed Holder	Tax Mail to Address
8913-24-459-003		CITY OF WATERLOO	CITY OF WATERLOO 715 MULBERRY ST CITY OWNED WATERLOO, IA 50703-0000
PDF No.	Map Area	Contract Buyer	
7	EWTLO-03		

Property Address	Current Recorded Transfer			
	Date Drawn	Date Filed	Recorded Document	Type
	9/30/2013	9/30/2013	2014 007159	D

SALES	BUILDING PERMIT			
None	Date	Number	Amount	Reason
	5/6/2014	WA 02310	0	Demo/Rmvl

ASSESSED VALUES/CREDITS

Year						Class
2015 Values Pending Board of Review Action						E
100% Value	Land	Multi-Residential Land	Dwelling	Building	Total	Acres
	850	0	0	0	850	0
Taxable Value	Land	Multi-Residential Land	Dwelling	Building	Total	
	850	0	0	0	850	

Year			Class			
2014			E			
100% Value	Land	Multi-Residential Land	Dwelling	Building	Total	Acres
	2,430	0	12,210	0	14,640	0
Taxable Value	Land	Multi-Residential Land	Dwelling	Building	Total	
	2,430	0	12,210	0	14,640	

Year			Class			
2013			R			
100% Value	Land	Multi-Residential Land	Dwelling	Building	Total	Acres
	2,430	0	12,210	0	14,640	0
Taxable Value	Land	Multi-Residential Land	Dwelling	Building	Total	
	1,322	0	6,642	0	7,964	

Year			Class			
2012			R			
100% Value	Land	Multi-Residential Land	Dwelling	Building	Total	Acres
	2,430	0	14,650	0	17,080	0
Taxable Value	Land	Multi-Residential Land	Dwelling	Building	Total	
	1,283	0	7,738	0	9,021	

TAX INFORMATION ASSESSMENT YEAR 2013 PAYABLE 2014/2015						
Tax District	941131 - WATERLOO RATH AREA TIF AMD1					
	Gross Value	Taxable Value	Military Exemption	Levy Rate	Gross Tax	Net Tax
Corp	14,640	7,964	0	41.40455	$329.75	$330.00

Nocorp	0	0	0	0	$0.00

	Homestead Credit	Disabled Veteran Credit	Property Tax Relief Credit	Ag Credit	Business Property Tax Credit
Corp	$0.00	$0.00	$0.00	$0.00	$0.00
Nocorp			$0.00		

LEGAL

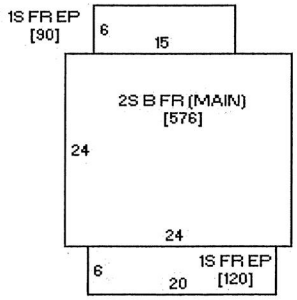
CENTRAL SUBDIVISION W 20 FT LOT 10 E 16 FT LOT 11

LAND

Basis	Front	Rear	Side 1	Side 2	Lot	Area	Acres
Front Foot	36	36	104	104	0	3744	0.086
Totals:						**3744**	**0.086**

Entry Status: Inspected





Date Website Last Updated: 03/29/2015

Black Hawk County Parcel Map

Parcel ID:	8913-24-459-003
Deed Holder:	CITY OF WATERLOO
Legal:	CENTRAL SUBDIVISION W 20 FT LOT 10 E 16 FT LOT 11



Black Hawk County, Iowa
316 East 5th Street
Waterloo, Iowa 50703-4774
Phone: (319) 833-3002
Fax: (319) 833-3070
E-mail: auditor@co.black-hawk.ia.us.org

Map Disclaimer: This map does not represent a survey. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by Black Hawk County, the Black Hawk County Assessor or their employees. This map is compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

RECEIVED
AUG 9 2021

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: LuAnn Stoakes Address: 319 Independence Ave Waterloo, Ia 50703 Phone No.: 319-290-0958

Email: luannstoakes@outlook.com

General Description of Property to Vacated (i.e.- alley between A St. & B St., South of C St.):
120 Smith St, Waterloo, Ia 50703

Legal description of area to be conveyed, vacated, or encroached: Central Subdivision, west 20 Feet of lot 10 and East 16 Feet of lot 11.
Parcel ID 8913-24-459-003 Lot 0010 Central Subdivison

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): $850.00
   - 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: $850.00

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.

LuAnn Stoakes
Applicant

8-9-21
Date

*Not required for easement vacates sidewalk vacates or Encroachment Agreements

CITY OF WATERLOO

Council Communication

Request by Hawkeye Community College for a Site Plan Amendment to the "R-1,R-P" Planned Residence District to allow for the construction of five (5) one-story single-family homes at Williston Field, located east of 1202 West 7th Street.

City Council Meeting: 8/1/2022
Prepared: 7/20/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING - No comments on file. Motion to close hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission. Motion to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a Site Plan Amendment to the "R-1,R-P" Planned Residence District to allow for the construction of five (5) one-story single-family homes at Williston Field, located east of 1202 West 7th Street. Motion to suspend the rules. Motion to consider and pass for the second and third times and adopt the ordinance.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	The applicant is requesting a Site Plan Amendment to build 5 one-story single-family homes at Williston Field. The school district used the field as a practice field and then sold it to the city when the school district no longer needed the field. The property was rezoned from "R-2" One and Two-Family Residence District to "R-1,R-P" Planned Residence District on April 4, 2011, to ensure that the lots were properly developed and would blend into the existing community. A development agreement was signed with a developer for the development of the lots. The Preliminary and Final Plats were approved in January 2014. On December 14, 2014, the developer came before the Planning, Programming, and Zoning Commission to request to change the Deed of Dedication to allow for the construction of ranch houses as opposed to 1 ½-story buildings plus other changes; however, the Planning, Programming, and Zoning Commission recommended denial of the request and the developer withdrew the request before it was presented to the City Council.

Neighborhood Impact:	The previous developer was not able to develop the lots. Hawkeye Community College is now proposing to develop the lots, and the submitted buildings plans show homes that will match the neighborhood, including front porches, but will be one-story homes. The homes are designed with taller roofs and dormers/windows to give them the appearance of one-and-a-half-story homes, which would appear to fit in with the character of the neighborhood. An amendment to the Deed of Dedication will also be required to allow the one-story homes. The request would not appear to have a negative impact on the neighborhood, as this will add five single-family homes in a neighborhood made up mainly of other single-family homes. Notice was sent to property owners within 250-feet of the proposed Site Plan Amendment.
Data/Analysis and Strategies:	Economic Development, Zoning and Land Use.
Community Engagement Methods:	The Planning, Programming, and Zoning Commission held a public meeting on July 12, 2022. Notice letters were sent out to all property owners on record within 250-feet of the proposed project. The Commission unanimously recommended approval of the request.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Williston Field Addition Lots 1-5

REQUEST:	Request by Hawkeye Community College for a Site Plan Amendment to the “R-1, R-P” Planned Residence District to allow for the construction of 5 new one-story single-family homes at Williston Field located east of 1202 West 7th Street.
APPLICANT:	Hawkeye Community College, 1501 East Orange Road, Waterloo, IA 50704
GENERAL DESCRIPTION:	The applicant is requesting a site plan amendment to the planned district to construct five single-family homes.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request would not appear to have a negative impact on the neighborhood, as this will add five single-family homes in a neighborhood made up mainly of other single-family homes.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed site plan amendment 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 lots 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 were built between 1906 and 2021.
BUFFERS/ SCREENING REQUIRED:	There will be no screening required as part of the site plan amendment.

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 a Site Plan Amendment to build 5 single-family homes at Williston Field. The school district used the field as a practice field and then sold it to the city when the school district no longer needed the field.

The property was rezoned from “R-2” One and Two-Family Residence District to “R-1, R-P” Planned Residence District on April 4, 2011, to ensure that the lots were properly developed and would blend into the existing community.

A development agreement was signed with a developer for the development of the lots. The Preliminary and Final Plats were approved in January 2014. On December 14, 2014, the developer came before the Planning, Programming, and Zoning Commission to request to change the Deed of Dedication to allow for the construction of ranch houses as opposed to 1 ½-story buildings plus other changes; however, the Planning, Programming, and Zoning Commission recommended denial of the request and the developer withdrew the request before it was presented to the City Council.

The previous developer was not able to develop the lots, and the city reacquired the lots.

Hawkeye Community College is now proposing to develop the lots, and the submitted buildings plans show homes that will match the neighborhood, including front porches, but will be one-story homes. The homes are designed with taller roofs and dormers/windows to give them the appearance of one-and-a-half-story homes, which would appear to fit in with the Character of the neighborhood. An amendment to the Deed of Dedication will also be required to allow the one-story homes.



Picture 1: Looking northwest from Allen Street and Williston toward the property requesting the Site Plan Amendment.



Picture 2: Homes along West 7th Street.



Picture 3: Homes south of Pleasant Street along West 7th Street.



Picture 4: Looking southeast from the corner of Pleasant Street and West 7th Street.



Picture 5: Back of home built by Hawkeye Community College a half block from site.



Picture 6: Front of home built by Hawkeye Community College on Johnson Street.

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.

The homeowners would be responsible.

Waterworks will need to kill a couple of connections and create new ones which they will work out with the applicant when the homes are going to be constructed.

STAFF RECOMMENDATION:

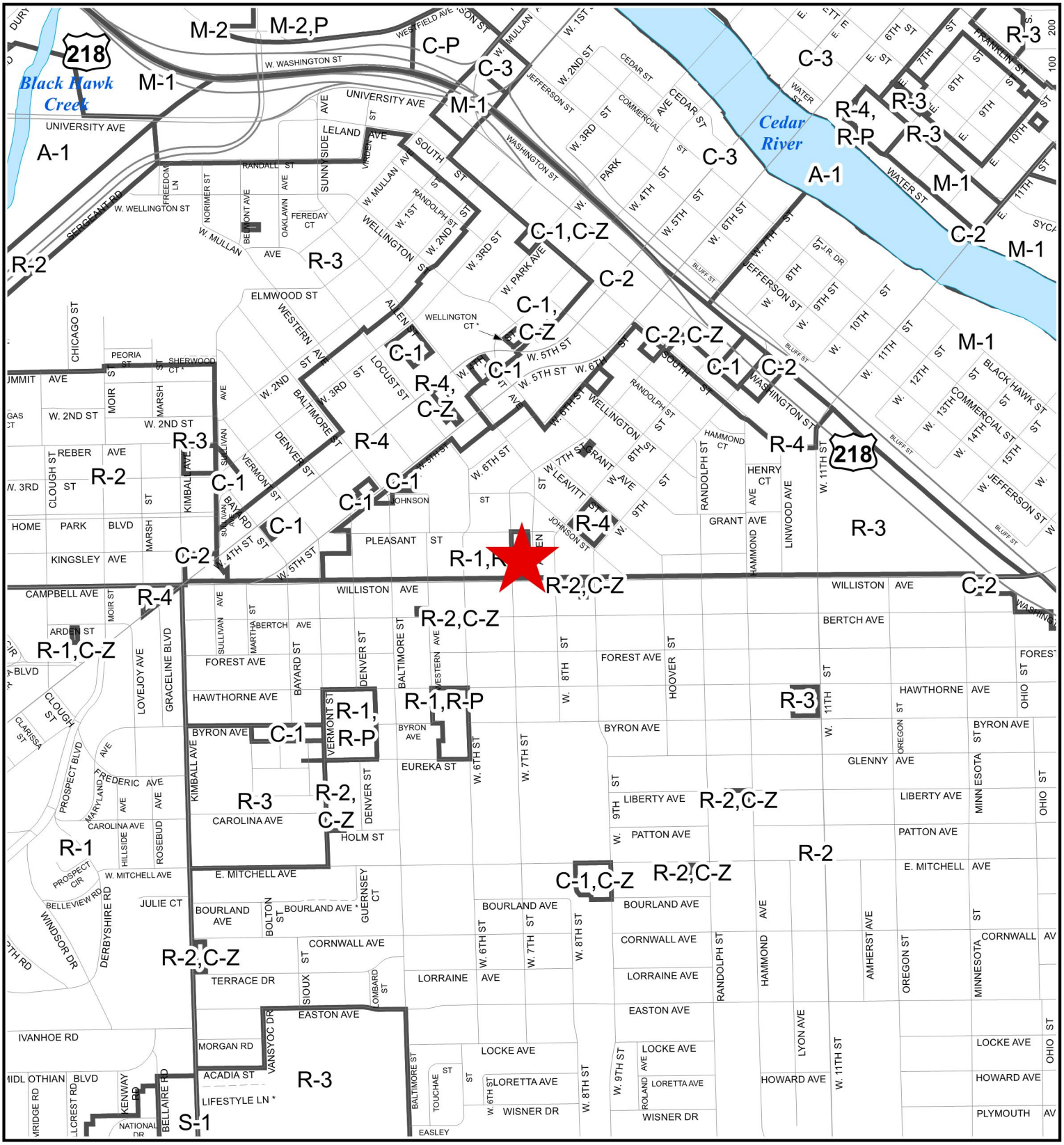
Therefore, the staff recommends that the request by Hawkeye Community College for a Site Plan Amendment to the "R-1, R-P" Planned Residence District to allow for the construction of 5 new one-story single-family homes at Williston Field located east of 1202 West 7th Street be approved for the following 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. That the final site plan would need to meet all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, etc.
2. That sidewalks be installed along street frontages within the development.
3. Any significant changes to the plan would need to return for another site plan amendment.
4. An Encroachment Agreement will need to be sent through the planning commission process to cover the detention basin that will be in city-owned right-of-way.
5. The Deed of Dedication is updated.

City of Waterloo Planning, Programming and Zoning Commission
July 12, 2022



West of 1202 West 7th Street
Site Plan Amendment
Hawkeye Community College

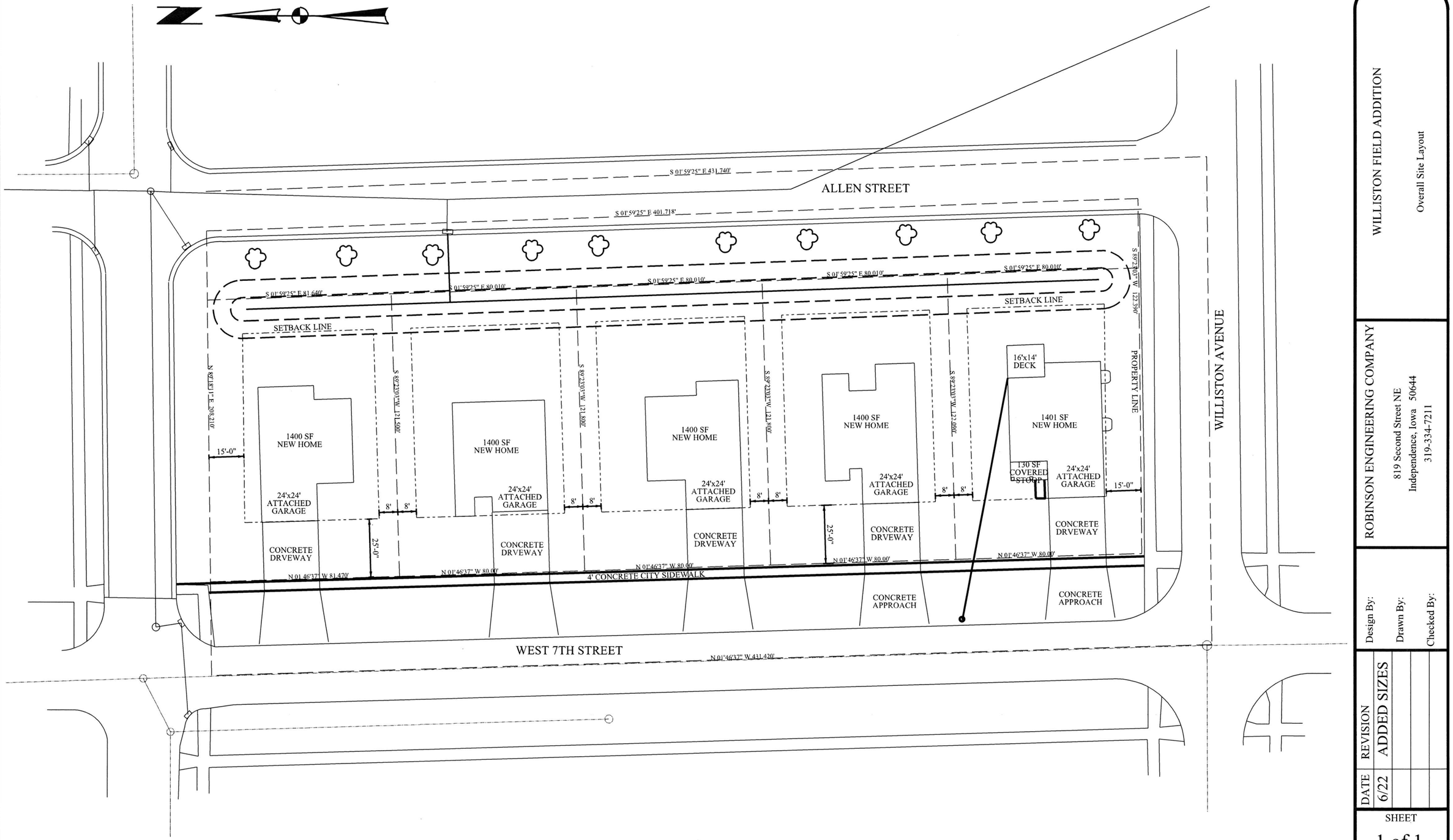
City of Waterloo Planning, Programming and Zoning Commission
July 12, 2022



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Waterloo Iowa

East of 1202 West 7th Street
Site Plan Amendment
Hawkeye Community College



WILLISTON FIELD ADDITION

Overall Site Layout

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

Design By:

Drawn By:

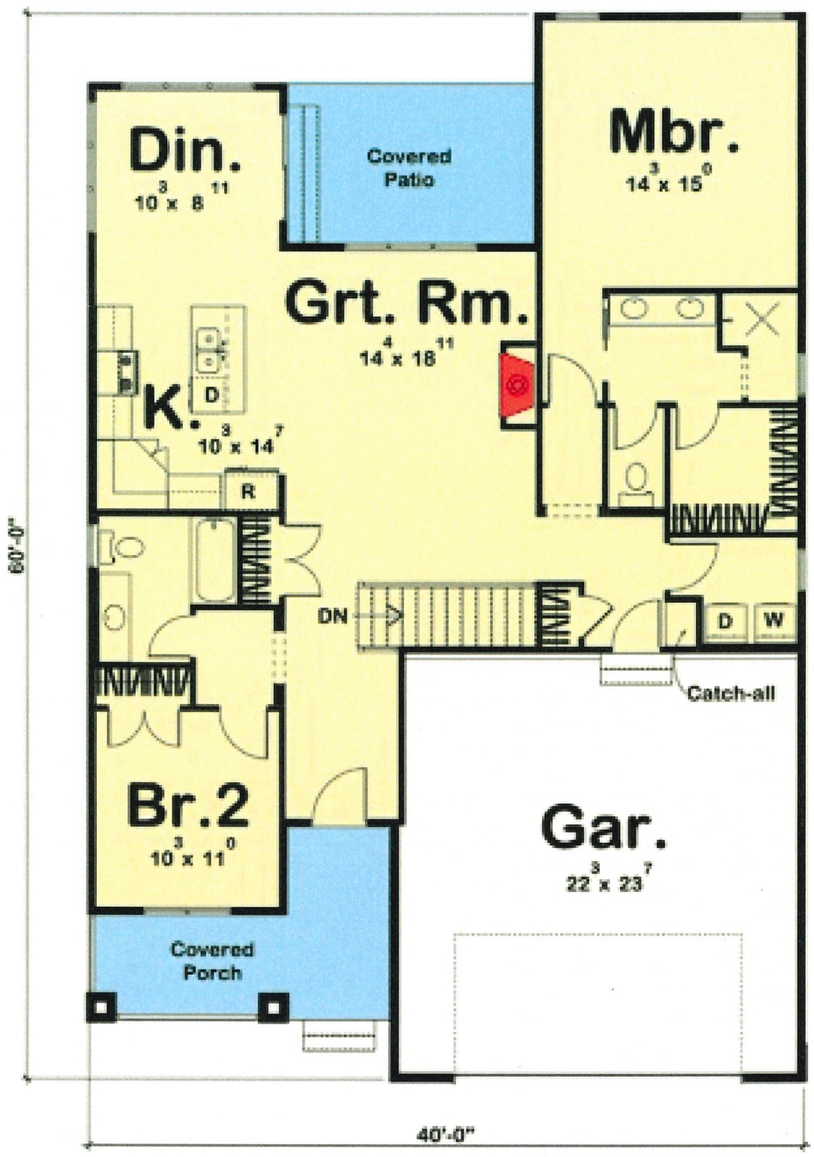
Checked By:

DATE	REVISION
6/22	ADDED SIZES

SHEET
1 of 1

JOB NO.
4332-22





HAWKEYE COMMUNITY COLLEGE

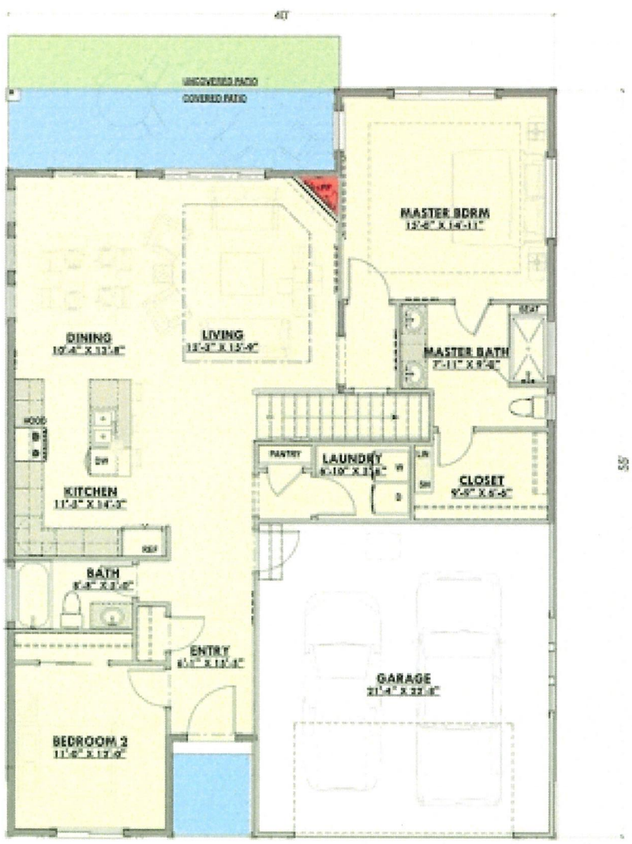
Sustainable Construction and Design
1501 East Orange Road
PO Box 8015
Waterloo IA 50704-8015

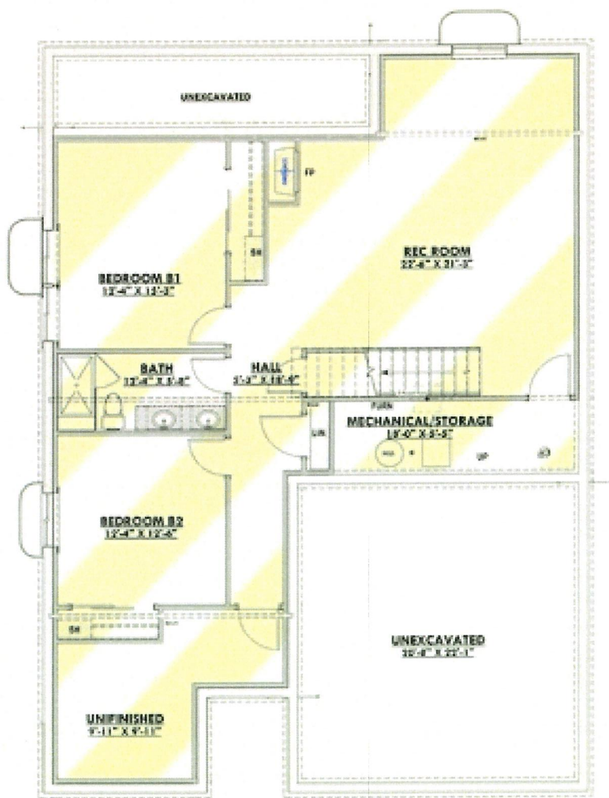
1235 W. 7th St

PHONE:
FAX:

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SCALE: As Noted	Quick Sheet 1
DATE: Wednesday, June 15, 2022	







HAWKEYE COMMUNITY COLLEGE

Sustainable Construction and Design
1501 East Orange Road
PO Box 8015
Waterloo IA 50704-8015

REDTAIL RANCH

PHONE:
FAX:

DRAWN BY:	PAGE: 2/5
SCALE: As Noted	Quick Sheet 2
DATE: Wednesday, June 15, 2022	





HAWKEYE COMMUNITY COLLEGE

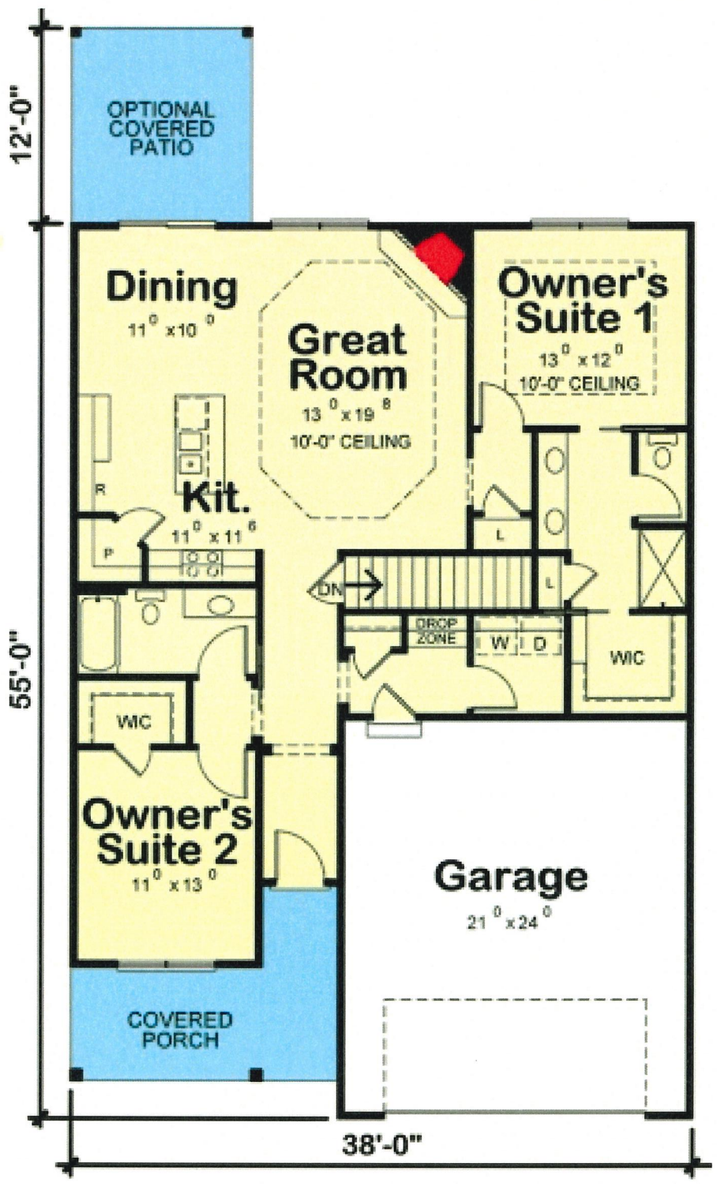
Sustainable Construction and Design
1501 East Orange Road
PO Box 8015
Waterloo IA 50704-8015

Redtail Farmhouse

PHONE:
FAX:

DRAWN BY:	PAGE: 3/5
SCALE: As Noted	Quick Sheet 3
DATE: Wednesday, June 15, 2022	





HAWKEYE COMMUNITY COLLEGE

Sustainable Construction and Design
1501 East Orange Road
PO Box 8015
Waterloo IA 50704-8015

Redtail New American

PHONE:
FAX:

DRAWN BY:	PAGE: 4/5
SCALE: As Noted	Quick Sheet 4
DATE: Wednesday, June 15, 2022	





Sustainable Construction and Design
1501 East Orange Road
PO Box 8015
Waterloo IA 50704-8015

HAWKEYE COMMUNITY COLLEGE

Redtail Country

PHONE:
FAX:

DRAWN BY:	PAGE: 5/5
SCALE: As Noted	QuickSheet 5
DATE: Wednesday, June 15, 2022	

APPLICATION SITE PLAN AMENDMENT TO A "R-P", "M-P", "C-P", "B-P", "S-1" OR "C-Z" DISTRICT

CITY OF WATERLOO PLANNING, PROGRAMMING, AND ZONING COMMISSION, WATERLOO, IOWA
319.291.4366

New or Overall Amendment (●)
Individual Building ( )
Minor change ( ) (check one) (Minor Change must be approved by staff)

1. APPLICATION INFORMATION:

a. Applicant's name (please print): Hawkeye Comunity College
Address: 1501 East Orange Road Phone: 319-296-2329 Fax: 319-296-1529
City: Waterloo State: IA Zip: 50704
Email: craig.clark@hawkeyecollege.edu

b. Status of applicant: (a) Owner ( ) (b) Other ( ) (SELECT 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 site plan to be amended: Bordered by W. 7th St, Allen St, Williston Ave , Plea (Wiliston Feild)

b. Legal description of property or portion to be amended: See Plat

c. Dimensions of proposed site plan amendment: 401.75'x122.6'

d. Area of proposed site plan amendment: 1.13

e. Current zoning: R-1, R-P

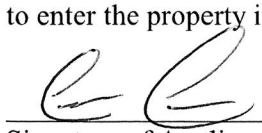
f. Reason(s) for site plan amendment and proposed use(s) of property: 5 Single-Family Homes

g. Conditions (if any) agreed to (does not affect existing conditions unless specified): N/A

h. Other pertinent information (use reverse side if necessary): None

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 site plan amendment request).

The filing fee of **$200** (for new or overall amendment), $100 (for individual Building), or $0 (for minor change) (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 amendment to be enacted into law. Any major change in any of the information given will require that the request go back through the process, with a new filing fee. If the request is denied no new petition covering the same or portion of the same property shall be filed with or considered by the Planning, Programming, and Zoning Commission until four (4) months have elapsed from the date of denial by the Waterloo City Council. The undersigned certify under oath and under the penalties of perjury that all information on this request and submitted along with it is true and correct. All information submitted will be used by the Waterloo Planning, Programming, and Zoning Commission and the Waterloo City Council in making their decision. The undersigned authorize City Zoning Officials to enter the property in question in regards to the request.


Signature of Applicant

6-14-22
Date


Signature of Owner

6-14-22
Date

CITY OF WATERLOO

Council Communication

FY 2022 Sergeant Road Trail Bridges No. 2 and No. 3 Replacement, Contract No. 1070.

City Council Meeting: 8/1/2022
Prepared: 7/20/2022

ATTACHMENTS:

	Description	Type
🗋	Engineers Bid Tab	Backup Material
🗋	Bid Tab	Backup Material

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.
Motion to receive, file and instruct City Clerk to read bids.
Resolution approving award of bid to Peterson Contractors, Inc., of Reinbeck, Iowa, in the amount of $323,40295, approving the contract, bond and certificate of insurance, in conjunction with the FY 2022 Sergeant Road Trail Bridges No. 2 and No. 3 Replacement, Contract No. 1070, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Submitted By: Oumie Ceesay, Associate Engineer

F.Y. 2023 SERGEANT ROAD TRAIL BRIDGES NO. 2 & NO. 3 REPLACEMENT, CONTRACT 1070

					DIVISION 1 - BRIDGE No.2					
SUDAS/*IDOT #*	ESTIMATED PROJECT QUANTITIES				ENGINEER'S ESTIMATE		PETERSON CONTRACTORS INC		LODGE CONSTRUCTION	
* SEE EST REF	BID ITEM	BID ITEM DESCRIPTION	UNIT	EST. QTY	UNIT $	TOTAL $	UNIT $	TOTAL $	UNIT $	TOTAL $
		DIVISION 2								
2010-108-C*	1	CLEARING & GRUBBING, STUMP REMOVAL	LS	1.0	$3,000.00	$3,000.00	$3,250.00	$3,250.00	$3,000.00	$3,000.00
2010-108-D	2	TOPSOIL, STRIP, STOCKPILE, SPREAD	SY	775.0	$20.00	$15,500.00	$3.00	$2,325.00	$7.00	$5,425.00
2010-108-J	3	SUBBASE, MODIFIED, 6 INCH	SY	193.5	$20.00	$3,870.00	$12.00	$2,322.00	$12.00	$2,322.00
2010-108-E	4	EXCAVATION, CLASS 10	CY	312.0	$15.00	$4,680.00	$9.50	$2,964.00	$17.00	$5,304.00
2010-108-E	5	EXCAVATION, CLASS 10, WASTE	CY	43.0	$20.00	$860.00	$25.00	$1,075.00	$25.00	$1,075.00
		IDOT SPECIFICATIONS								
2121.04	6	GRANULAR SHOULDER, TRAIL, 6 INCH	SY	55.3	$70.00	$3,871.00	$14.75	$815.68	$13.00	$718.90
4109 -GRAD 13a	7	GRANULAR MATERIAL FOR BOX CULVERT BASE, MACADAM, 24 INCHES THICK	CY	112.5	$50.00	$5,625.00	$52.75	$5,934.38	$40.00	$4,500.00
4109 - GRAD 3	8	GRANULAR MATERIAL FOR BLANKET, BOX CULVERT, 1 INCH CLEAN, 12 INCHES THICK	CY	56.3	$30.00	$1,689.00	$60.00	$3,378.00	$57.00	$3,209.10
2415.04	9	PRECAST CONCRETE BOX CULVERT, IDOT CLASS 1, 12 FT. X 6 FT.	LF	30.0	$1,750.00	$52,500.00	$1,300.00	$39,000.00	$2,100.00	$63,000.00
2415.04	10	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 12 FT. X 6 FT.	EACH	1.0	$20,000.00	$20,000.00	$22,100.00	$22,100.00	$17,000.00	$17,000.00
2415.04	11	PRECAST FLARED END SECTION, 45 DEGREE ANGLE, 12 FT. X 6 FT.	EACH	1.0	$17,500.00	$17,500.00	$38,550.00	$38,550.00	$18,000.00	$18,000.00
		DIVISION 4								
4040-108-A	12	SUBDRAIN, TYPE SP, 4 INCH	LF	192.0	$15.00	$2,880.00	$12.00	$2,304.00	$17.00	$3,264.00
4040-108-D	13	SUBDRAIN OUTLET, CMP, 4 INCH	EACH	8.0	$500.00	$4,000.00	$275.00	$2,200.00	$300.00	$2,400.00
		DIVISION 7						$0.00		
7030-108-A	14	TRAIL REMOVAL	SY	138.2	$10.00	$1,382.00	$11.00	$1,520.20	$16.00	$2,211.20
7030-108-E	15	RECREATION TRAIL, PCC, 6" INCH	SY	138.2	$70.00	$9,674.00	$80.00	$11,056.00	$75.00	$10,365.00
		DIVISION 8								
8030-108-A	16	TEMPORARY TRAFFIC CONTROL	LS	1.0	$2,500.00	$2,500.00	$4,500.00	$4,500.00	$3,150.00	$3,150.00
		DIVISION 9								
9010-108-B	17	HYDRAULIC SEEDING, FERTILIZING & MULCHING - TYPE 2	SY	775.0	$4.00	$3,100.00	$1.85	$1,433.75	$2.00	$1,550.00
9040-108-E	18	ROLLED EROSION CONTROL PRODUCT, RECP - TYPE 2.C	SY	775.0	$4.00	$3,100.00	$1.25	$968.75	$2.00	$1,550.00
9040-108-J	19	RIPRAP, EROSION STONE, CLASS E, 12 INCH DEPTH	TON	160.0	$55.00	$8,800.00	$55.00	$8,800.00	$41.00	$6,560.00
9040-108-F	20	WATTLES, 8 INCH (INSTALLATION, MAINTENANCE, REMOVAL)	LF	249.0	$4.00	$996.00	$4.00	$996.00	$5.00	$1,245.00
9040-108-N	21	SILT FENCE (INSTALLATION, MAINTENANCE, REMOVAL)	LF	390.0	$8.00	$3,120.00	$3.65	$1,423.50	$5.00	$1,950.00
9040-108-O	22	CONSTRUCTION ENTRANCE (INSTALLATION, MAINTENANCE, REMOVAL)	LS	1.0	$2,500.00	$2,500.00	$3,750.00	$3,750.00	$3,500.00	$3,500.00
		DIVISION 10								
10,010-108-A	23	BRIDGE REMOVAL	LS	1.0	$15,000.00	$15,000.00	$6,500.00	$6,500.00	$5,000.00	$5,000.00
		DIVISION 11								
11,020-108-A	24	MOBILIZATION	LS	1.0	$5,000.00	$5,000.00	$8,250.00	$8,250.00	$7,000.00	$7,000.00
		TOTAL DIVISION 1				$191,147.00		$175,416.25		$173,299.20

					DIVISION 2 - BRIDGE No.3					
SUDAS/*IDOT #*	ESTIMATED PROJECT QUANTITIES				ENGINEER'S ESTIMATE		PETERSON CONTRACTORS INC		LODGE CONSTRUCTION	
* SEE EST REF	BID ITEM	BID ITEM DESCRIPTION	UNIT	EST. QTY	UNIT $	TOTAL $	UNIT $	TOTAL $	UNIT $	TOTAL $
		DIVISION 2								
2010-108-C*	1	CLEARING & GRUBBING, STUMP REMOVAL	LS	1.0	$2,500.00	$2,500.00	$3,250.00	$3,250.00	$3,000.00	$3,000.00
2010-108-D	2	TOPSOIL, STRIP, STOCKPILE, SPREAD	SY	1,510.0	$20.00	$30,200.00	$2.00	$3,020.00	$7.00	$10,570.00
2010-108-J	3	SUBBASE, MODIFIED, 6 INCH	SY	234.0	$20.00	$4,680.00	$12.00	$2,808.00	$12.00	$2,808.00
2010-108-E	4	EXCAVATION, CLASS 10	CY	500.0	$15.00	$7,500.00	$8.00	$4,000.00	$17.00	$8,500.00
2010-108-E	5	EXCAVATION, CLASS 10, BORROW	CY	70.0	$20.00	$1,400.00	$25.00	$1,750.00	$25.00	$1,750.00
		IDOT SPECIFICATIONS								
2121.04	6	GRANULAR SHOULDER, TRAIL, 6 INCH	SY	67.0	$50.00	$3,350.00	$14.75	$988.25	$13.00	$871.00
		DIVISION 4						$0.00		
4020-108-A-1	7	CULVERT, CONCRETE PIPE, 48 INCH	EACH	138.0	$200.00	$27,600.00	$350.00	$48,300.00	$380.00	$52,440.00
4020-108-A-1	8	APRON, CONCRETE, 48 INCH	EACH	6.0	$2,500.00	$15,000.00	$3,250.00	$19,500.00	$5,000.00	$30,000.00
4020-108-A-1	9	FOOTING FOR CONCRETE PIPE APRON, RCP, 48 INCH	EACH	6.0	$2,500.00	$15,000.00	$2,250.00	$13,500.00	$2,000.00	$12,000.00
		DIVISION 7								
7030-108-A	10	TRAIL REMOVAL	SY	167.0	$10.00	$1,670.00	$11.00	$1,837.00	$16.00	$2,672.00
7030-108-E	11	RECREATION TRAIL, PCC, 6" INCH	SY	167.0	$70.00	$11,690.00	$80.00	$13,360.00	$75.00	$12,525.00
		DIVISION 8								
8030-108-A	12	TEMPORARY TRAFFIC CONTROL	LS	1.0	$2,500.00	$2,500.00	$4,500.00	$4,500.00	$3,150.00	$3,150.00
		DIVISION 9								
9010-108-B	13	HYDRAULIC SEEDING, FERTILIZING & MULCHING - TYPE 2	SY	1,510.0	$4.00	$6,040.00	$1.50	$2,265.00	$1.50	$2,265.00
9040-108-E	14	ROLLED EROSION CONTROL PRODUCT, RECP - TYPE 2.C	SY	1,510.0	$4.00	$6,040.00	$1.25	$1,887.50	$1.50	$2,265.00
9040-108-J	15	RIPRAP, EROSION STONE, CLASS E, 12 INCH DEPTH	TON	120.0	$55.00	$6,600.00	$55.00	$6,600.00	$41.00	$4,920.00
9040-108-F	16	WATTLES, 8 INCH (INSTALLATION, MAINTENANCE, REMOVAL)	LF	300.0	$4.00	$1,200.00	$4.00	$1,200.00	$4.00	$1,200.00
9040-108-N	17	SILT FENCE (INSTALLATION, MAINTENANCE, REMOVAL)	LF	403.0	$8.00	$3,224.00	$3.65	$1,470.95	$4.00	$1,612.00
9040-108-O	18	CONSTRUCTION ENTRANCE (INSTALLATION, MAINTENANCE, REMOVAL)	LS	1.0	$2,500.00	$2,500.00	$3,750.00	$3,750.00	$3,500.00	$3,500.00
		DIVISION 10								
10,010-108-A	19	BRIDGE REMOVAL	LS	1.0	$15,000.00	$15,000.00	$6,500.00	$6,500.00	$5,000.00	$5,000.00
		DIVISION 11								
11,020-108-A	20	MOBILIZATION	LS	1.0	$5,000.00	$5,000.00	$7,500.00	$7,500.00	$7,000.00	$7,000.00
		TOTAL DIVISION 2				$168,694.00		$147,986.70		$168,048.00
		TOTAL DIVISION 1 + DIVISION 2				**$359,841.00**		**$323,402.95**		**$341,347.20**

FY 2023 Sergeant Road Trail Bridges No. 2 and No. 3 Replacement,
Contract No. 1070

Bid Opening July 21, 2022

Engineer's Estimate
Division 1: $191,147.00
Division 2: $168,694.00
Total Estimate: $359,841.00

Bidder	Bid Security	Bid Amount
Lodge Construction, Inc. Clarksville, IA	5%	Division 1: $173,299.20 Division 2: $168,048.00 Total: $341,347.20
Peterson Contractors, Inc. Reinbeck, IA	5%	Division 1: $175,416.25 Division 2: $147,986.70 Total: $323,402.95

CITY OF WATERLOO

Council Communication

Five year Business Property Lease Agreement with International Investment Risk Trust, LLC, for the lease/conveyance of land in the South Waterloo Business Park for multiple data containers/centers and rights to additional land in the South Waterloo Business Park for future projects, in the amount of $1,000.00 per month, and option to purchase property for $1.00, and approval of a Development Agreement.

City Council Meeting: 8/1/2022
Prepared: 7/20/2022

ATTACHMENTS:

	Description	Type
🗋	Development Agreement	Backup Material
🗋	Lease	Backup Material
🗋	Map of area	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING - No comments on file. Motion to close hearing and receive and file oral and written comments. Resolution approving five year Business Property Lease Agreement with International Investment Risk Trust, LLC, for the lease/conveyance of land in the South Waterloo Business Park for multiple data containers/centers and rights to additional land in the South Waterloo Business Park for future projects, in the amount of $1,000.00 per month, and option to purchase property for $1.00, and authorizing the Mayor and City Clerk to execute said document. Resolution approving the sale and conveyance of property in the South Waterloo Business Park, in the amount of $1.00, and authorizing the Mayor and City Clerk to execute said document. Resolution approving a Development Agreement with International Investment Risk Trust, LLC, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve resolutions
Summary Statement:	The City is working with a development group to explore opportunities for blockchain development, and additional projects to follow if successful. The lease setup is unique, as we want to ensure the project moves ahead per policy - yet it may not produce property taxes. There is an option to sell land, but is tied to property tax creation.
Neighborhood Impact:	The site would begin on land behind the substation located on Shaulis Road, so it is not near any other developments, and would appear compatible to the substation equipment in area, with low visibility. The City of Waterloo owns over 183 acres of land in the South Waterloo

Data/Analysis and Strategies:	Business Park, and wants to work towards a blend of commercial office, commercial spaces, and industrial development sites. We believe this project will help towards further development in this area.
Implementation, Accountability, and Communication:	The project(s) are located within the South Waterloo Business Park, which is zoned "B-P" Business Park. So any developments will need to go through the Planning Commission and City Council for site plan approval process, and approval of this action at a public hearing.
Community Engagement Methods:	The Planning Commission and City Council are both public meetings, so notice to public will be included in those meeting setups.
Expenditure Required/Source of Funds:	None
Alternative:	Not approve
Legal Descriptions:	Property to be described by survey, consisting generally of approximately 10.4 acres lying within the east 350 feet of the north 120 acres of the southwest quarter of section 9, township 88 north, range 13 west of the 5th P.M., Black Hawk County, Iowa.

Prepared by Christopher S. Wendland, P.O. Box 596, Waterloo, IA 50704 Phone (319) 234-5701

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of August 1, 2022 by and between International Investment Risk Trust LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. In furtherance of the objectives of Chapter 403 of the Code of Iowa, as amended (the "Urban Renewal Act"), City is engaged in carrying out urban renewal project activities in an area known as the San Marnan Development Plan urban renewal area ("Urban Renewal Area").

B. Company is willing and able to finance and erect structures and related improvements on property located in the Urban Renewal Area, and legally described on Exhibit "A" attached hereto (the "Property").

C. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal, and the City further believes that the project is in the vital and best interests of the City and that the project and such incentives are in accordance with the public purposes and provisions of applicable State and local laws and requirements under which the project has been undertaken and is being assisted.

AGREEMENT

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

1. **Lease of Property; Option to Purchase.**

A. Lease and Purchase Option. Subject to the terms hereof, City shall lease the Property to Company for the rental amount and on the other terms and

conditions set forth in the business property lease attached hereto as Exhibit "B" (the "Lease"). The Lease shall include an option for Company to purchase the Property for $1.00 (the "Option") in the event that Company will build one or more structures on the Property to house the data containers that Company will install on the Property. In connection with conveyance of the Property following Company's exercise of the Option, City may require that Company enter into a development agreement that, among other things, may require a minimum assessed value for Structural Improvements (defined below) constructed on the Property.

B. Conveyance. Any conveyance of the Property to Company 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) general utility and right-of-way easements serving the Property; and (c) 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 structural Improvements (defined below), which may take the form of a lending commitment letter. Company shall, at its own expense, prepare an updated abstract of title, or in lieu thereof Company may, at its own expense, obtain whatever form of title evidence it desires. City shall provide any title documents it has in its possession, including any abstracts, to assist in title review. 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 without further obligation and return the abstract of title to City.

2. **Improvements by Company.** Company shall construct on the Property multiple data containers or centers and supporting infrastructure, fencing, and a gravel road from Shaulis Road to the Property that meets standards of the City Engineer for temporary roads (collectively, the "Initial Improvements"). In addition, in connection with exercise of the Option, Company may construct one or more buildings for enclosure of the data containers (the "Structural Improvements") (the Initial Improvements and Structural Improvements are collectively referred to as the "Improvements"). Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. City may require that Company submit specific building designs and site plans for City review and approval. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Property, the Improvements, and all site preparation and development-related work to make any of the Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project".

3. **Construction Plans.** Company agrees that it will cause the Improvements to be constructed on the Property in conformance with construction plans (the "Plans") that have been submitted to the City. Company agrees that the scope and scale of the Improvements to be constructed shall not be significantly less than the scope and scale of such improvements as detailed and outlined in the Plans. In connection with construction of the Structural Improvements, Company and City shall coordinate any actions reasonably necessary or advisable for construction of a paved street and installation of related public infrastructure, and Company shall promptly cooperate in providing any consultation, review or input requested by City.

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

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

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

4. Reserved.

5. **Timeliness of Conveyance and Construction; Possibility of Reverter.** The parties agree that, if Company exercises the Option, then Company's commitment to undertake the Project and to construct the Structural Improvements in a timely manner constitutes a material inducement for the City to convey the Property to Company and that without said commitment City would not do so.

A. Deadlines to commence and complete. Company must obtain a building permit and begin construction on the Structural Improvements within four (4) months after the date of conveyance (the "Start Date") and Substantially Complete construction within twelve (12) months thereafter (the "Completion Deadline"). For purposes of this Agreement, "Substantially Completed" means the date on which the Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto. All deadlines are subject to Unavoidable Delays as defined in paragraph B below.

B. Events triggering termination and/or reverter of title. If, by the Start Date Company has not in good faith begun construction of the Structural Improvements upon the Property, then the City may demand Company's reconveyance of the Property following Company's failure to begin construction within thirty (30) days following written notice of default from City. If development has commenced by the Start Date or within any agreed period of extension 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 such condition or event being an "Unavoidable Delay"), the requirement that construction is to be Substantially Completed by the Completion Deadline shall be tolled for a period of time equal to the period of such stoppage or delay. If construction is not Substantially Completed by the Completion Deadline or within the allowed period of extension, then City demand Company's reconveyance of the Property following Company's failure to diligently undertake construction within thirty (30) days following written notice of default from City. If at any time Company fails to diligently undertake construction and other activities necessary to Substantially Complete the Structural Improvements, then City demand Company's reconveyance of the Property following Company's failure to resume and diligently carry on construction within thirty (30) days following written notice of default from City. After City demands reconveyance of the Property, City shall have no further obligations to Company under this Agreement except as set forth in Section 6, and City shall have no duty to reimburse Company for any costs expended by Company with respect to the Project or to compensate Company for any value added to the Property by any Improvements.

6. **Reverter of Title; Indemnity.** In the event of any reverter of title pursuant to Section 5, 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, free and clear of any lien, claim, charge, security interest, mortgage or encumbrance (collectively, "Liens") arising by or through Company. Concurrently with delivery of the deed, Company shall also deliver to City the abstract of title. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the Property. If Company desires to continue operation of the data centers after reconveyance of title, the parties will negotiate a new lease agreement. ***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 of 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, or injury made, suffered, or incurred as a result of or in connection with the Project, 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.

7. **No Encumbrances; Limited Exception.** If the Option is exercised, then until the Structural Improvements are Substantially Completed, 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 Structural Improvements.

8. **Additional City Incentives.**

A. Site Plan. City will cooperate with Company in preparation of a site plan for the Project and, when the site plan is completed, will recommend the approval of same to the Waterloo Planning, Programming and Zoning Commission, subject to any appropriate conditions necessary for compliance with the zoning ordinance and the urban renewal plan.

B. Refund of Lease Payments. If Company has Substantially Completed the Structural Improvements, within sixty (60) days thereafter City shall, subject to Section 11, refund the base rent Lease payments to Company in full (the "Rent Refund").

C. Purchase Rights. The parties contemplate that the Project may stimulate or give rise to opportunities for supportive or synergistic development projects in the area described in City development plans as the South Waterloo Business Park. In furtherance of same, Company shall have an option (the "Development Option") to acquire additional land in the South Waterloo Business Park, for purposes of constructing a "blockchain barn," a mixed-use project, or other projects consistent with the urban renewal plan applicable to the Urban Renewal Area. The Development Option may be exercisable one or more times within five (5) years from the date of this Agreement, to acquire no less than 1 acre in any given instance, at a price of $1.00 per acre. The Expansion Option shall be exercised by written notice to City that states the number of acres to be acquired and that describes the project(s) to be undertaken thereon. Sale and conveyance of any land to Company shall be contingent on the City's approval of the project concept, considering type of use proposed, number of acres requested for project(s), consistency of same with the objects that City aims to achieve in the South Waterloo Business Park, relation to other existing or proposed projects in the area, and other factors that City deems relevant in its reasonable discretion. In connection with each exercise of the Development Option, and following approval of the project concept by the Community Planning and Development Director, the parties shall negotiate the terms of a development agreement with respect to any project to be constructed on the land.

9. **Utilities.** Company will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services to any location on the Property and for payment of any associated connection fees. The City may be asked to assist in such extensions by further Council approval(s) through rebates, funding assistance, if applicable to City needs, and as funding allows.

10. **Additional Covenants of Company.** In addition to the other promises, covenants and agreements of Company as provided elsewhere in this Agreement, Company agrees as follows with respect to each phase of Improvements:

A. Company agrees during construction of the Improvements and for a period of five (5) years after they are Substantially Completed, to maintain, as applicable, builder's risk, property damage, and liability insurance coverages with respect to the Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure, and shall provide evidence of such coverages to the City upon request.

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

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

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

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

F. During the period that any option provided for in this Agreement may be exercised, Company agrees that (1) it will not undertake, in any other municipality in Black Hawk County, the construction or rehabilitation of any commercial property as a primary location for Company's business operations of the type to be conducted on the Property, and (2) it will make no conveyance, lease or other transfer of the Property or any interest therein that would cause the Property or any part thereof to be classified as exempt from taxation or subject to centralized assessment or taxation by the State of Iowa.

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

11. **Conditions to City Funding.**

A. The complete or initial funding by City of the Rent Refund and other Project commitments shall be deemed an agreement of the parties that the applicable conditions to disbursement of funds shall, as of the date of such funding, have been satisfied or waived. If the conditions set forth in this Section are not satisfied at a Rent Refund disbursement date, this Agreement shall terminate unless a new disbursement date is established by amendment to this Agreement. The termination of this Agreement shall be the sole remedy available to City or Company if, for whatever reason, a condition set forth in this Section is not satisfied at a Rent Refund payment date, it being understood that each party shall nonetheless incur costs and liabilities prior thereto for which they

alone are responsible. City and Company each expressly assumes all responsibility for the costs and liabilities they may each so incur prior to a Rent Refund payment date and agree to indemnify and hold each other harmless therefrom.

B. It is recognized and agreed that the ability of the City to perform the obligations described in this Agreement, including but not limited to the Rent Refund payments, is subject to completion and satisfaction of certain separate city council actions and required legal proceedings relating to the creation of a tax increment financing (TIF) district, including the holding of public hearings on the same. Further, all the obligations of City under this Agreement are subject to fulfillment, on or before each Rent Refund payment date, of each of the following conditions precedent:

(i) The representations and warranties made by Company in Section 13 shall be true and correct as of the Rent Refund disbursement date with the same force and effect as if made at such date.

(ii) Company shall be in material compliance with all the terms and provisions of this Agreement.

(iii) There has not been, as of the Rent Refund disbursement date, a substantial change for the worse in the financial resources and ability of Company, or a substantial decrease in the financing commitments secured by Company for construction of the Improvements, which change(s) makes it likely, in the reasonable judgment of the City, that Company will be unable to fulfill its covenants and obligations under this Agreement.

12. **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.

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

A. Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

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

C. Company has full right, title, and authority to execute and perform this Agreement and to consummate all of the transactions contemplated herein, and each person who executes and delivers this Agreement and all documents to be delivered to City hereunder is and shall be authorized to do so on behalf of Company.

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

E. Assuming due authorization, execution and delivery by the other parties hereto, this Agreement 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.

F. 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.

14. **Indemnification and Releases.**

A. Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Property arising after Company's lease or acquisition of the same 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 Property 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.

B. Except for any willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) the acquisition and condition of the Property and the construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the Property, but only to the extent such liability has not been previously transferred to and accepted by the City in writing.

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

15. **Obligations Contingent.** Each and every obligation of City under this Agreement is expressly made subject to and contingent upon City's completion of all procedures, hearings and approvals deemed necessary by City or its legal counsel for amendment of the urban renewal plan applicable to the Property and/or project area, all of which must be completed within 180 days from the date this Agreement is approved by the City council. If such completion does not occur, then any conveyance, benefit or incentive of any type provided by City hereunder within said 180-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same, or failing such restoration Company agrees to be liable for same or for the fair value thereof, plus interest on any sums owing at the rate of 5% per annum commencing with the date of demand for payment, if said payment is not remitted to City within 30 days.

16. **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.

17. **Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean any one or more of the following events that continues beyond any applicable cure periods:

A. Failure by Company to cause the construction of the Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

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

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

D. Failure by any party hereto to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

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 any of Property.

F. Any representation or warranty made by Company in this Agreement, or made by Company in any written statement or certificate furnished by Company pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

18. **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 or portion thereof as set forth in this Agreement.

B. Default by City. Whenever any Event of Default in respect of City occurs and is continuing, Company may take such action against City to require it to specifically perform its obligations hereunder. Before exercising such remedy, Company shall give 30 days' written notice to City of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within 30 days and City shall not have provided assurances reasonably satisfactory to the Company that the Event of Default will be cured as soon as reasonably possible.

C. Remedies under this Agreement shall be cumulative and in addition to any other right or remedy given under this Agreement or existing at law or in equity or by statute. Waiver as to any particular default, or delay or omission in exercising any right or power accruing upon any default, shall not be construed as a waiver of any other or any subsequent default and shall not impair any such right or power.

19. **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.

20. **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.

21. **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.

22. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, facsimile number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, at 30 N Gould St. Suite R, Sheridan, WY 82801 Attention: Timothy Webb and Steven White.

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) four (4) 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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the parties hereto and their respective attorneys have contributed substantially and materially to the preparation of each and every provision of this Agreement.

28. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

29. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

30. **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.

31. **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	INTERNATIONAL INVESTMENT RISK TRUST LLC
By: _____	By: _____
Quentin M. Hart, Mayor	Timothy L.O. Webb, CEO
Attest: _____	By: _____
Kelley Felchle, City Clerk	Steven D. White, COO

EXHIBIT "A"

Legal Description of Property

Property to be described by survey, consisting generally of land described on attached map as Lots 45-50, including land shown for detention pond abutting said lots.

EXHIBIT "B"

Form of Business Property Lease

See attached.

BUSINESS PROPERTY LEASE

This Business Property Lease (the "Lease") is made and entered into as of June 8th, 2022, by and between the City of Waterloo, Iowa, an Iowa municipal corporation ("Landlord"), whose address for the purpose of this Lease is 715 Mulberry Street, Waterloo, Iowa, 50703, and International Investment Risk Trust, LLC, ("Tenant"), whose address for purposes of this Lease is 30 North Gould Street, Suite R, Sheridan, WY 82801.

1. PREMISES AND TERM. The Landlord, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Tenant to be kept and performed, leases unto the Tenant, and Tenant hereby rents and leases from Landlord, according to the terms and provisions herein, the following described real estate, situated in Black Hawk County, Iowa, to wit:

> Property to be described by survey, consisting generally of land described on attached map as Lots 45-50, including land shown for detention pond, abutting said lots;

for a term commencing upon execution of this Lease and ending at 11:59 p.m. on the day immediately preceding the fifth (5th) anniversary of the commencement date.

2. RENTAL. Tenant agrees to pay to Landlord as base rent for said term, as follows: $1,000.00 per month, in advance, due upon signing of this Lease and the first day of each month during the Lease term. No security deposit.

3. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Landlord at the time and date of the close of this Lease term, except as herein otherwise expressly provided.

4. USE OF PREMISES. Tenant covenants and agrees during the term of this Lease to use and to occupy the leased premises only for construction and operation of a data center as described in that certain Development Agreement between the parties (the "DA").

5. QUIET ENJOYMENT. Landlord covenants that its estate in said premises is fee simple and that the Tenant on paying the rent herein reserved and performing all the agreements by the Tenant to be performed as provided in this Lease, shall and may peaceably have, hold and enjoy the demised premises for the term of this Lease free from molestation, eviction or disturbance by the Landlord or any other persons or legal entity whatsoever, except as otherwise provided herein.

6. CARE AND MAINTENANCE OF PREMISES. Tenant takes said premises in their present condition and shall construct, operate and maintain thereon the improvements described in the DA. Landlord shall have no duty whatsoever to care for or maintain the premises or any part thereof. Tenant will not allow trash of any kind to accumulate on said premises, and it will remove same from the premises at its own expense. Tenant shall, after taking possession of said premises and until the termination of this Lease and the actual removal from the premises, at its own expense, care for and maintain the premises in a reasonably safe and serviceable condition consistent with its own needs and pursuant to applicable law, ordinance or regulation. Tenant shall make no structural improvements without the Landlord's prior written approval of the plans and specifications therefor. Tenant shall be responsible for all necessary upkeep of grounds and weed control. Tenant shall be responsible to clear snow.

7. FACILITY SERVICES. Tenant, during the term of this Lease, shall pay before delinquency all charges for use of telephone, water, sewer, gas, electricity, power, garbage or trash disposal, and all other utilities or services of whatever kind and nature which may be used in or upon the leased premises.

8. END OF TERM; RENEWAL OPTION. This Lease shall terminate upon expiration of the original term in accordance with Section 1, provided, however, that the Lease shall automatically renew for an additional term of five (5) years unless one party delivers to the other a written notice of non-renewal at least 120 days before the end of the initial term. Tenant agrees that upon the termination of this Lease it will surrender, yield up and deliver the leased premises as required by Section 3. Tenant shall not continue to occupy the premises beyond the Lease term without the express prior written consent of Landlord.

9. PURCHASE OPTION. Tenant shall have an option to purchase the premises for $1.00 (the "Option"), provided that, if requested by Landlord, it will enter into a development agreement with Landlord that, among other terms, may require Tenant to construct one or more structures to house the data containers that Tenant will install on the premises and to maintain a minimum assessed value for improvements upon the premises. Tenant improvements and incentives to be provided by Landlord to Tenant shall conform to requirements set forth in the DA, except to the extent varied by the terms of a new agreement relating specifically to such improvements. The Option may be exercised by Tenant's delivery of written notice of exercise to Landlord no less than ninety (90) days before expiration of the Lease term, and if not timely exercised the Option shall lapse. Tenant shall be eligible for refund of base rent payments hereunder if it completes improvements after Option exercise as provided in the DA.

10. ASSIGNMENT AND SUBLETTING. Tenant may not assign this Lease or sublet the premises or any part thereof without the prior written consent of Landlord. Notwithstanding anything to the contrary in this paragraph, Tenant may assign this Lease to the surviving entity in connection with any corporate merger, consolidation or reorganization to which Tenant is a party.

11. PROPERTY TAXES. The premises is currently tax exempt. Tenant shall be responsible to pay before delinquency any general property taxes that may be assessed against the premises during the term hereof. Tenant shall also timely pay all taxes, assessments, or other public charges levied or assessed by lawful authority against its personal property on the premises during the term of this Lease. Tenant shall pay all special assessments that would become delinquent if not paid during the term of this Lease. Each party reserves the right to protest any assessment of taxes.

12. INSURANCE. (a) Tenant agrees that it will at its own expense procure and maintain hazard insurance (i.e., fire and extended coverage) on the premises for the benefit of the parties as their respective interest may appear. Landlord shall provide no fire and extended coverage insurance on said premises for the benefit of Tenant. Certificates or copies of said policies, naming the Landlord as an additional insured, and providing for thirty (30) days' advance notice to the Landlord before cancellation, shall be delivered to the Landlord no later than the date that Tenant begins to occupy the leased premises. A renewal certificate shall be provided to Landlord prior to expiration of any policy. Tenant's share of such insurance proceeds is hereby assigned and made payable to the Landlord to secure rent or other obligations then due and owing by Tenant to Landlord. To the extent permitted by their policies, Landlord and Tenant waive all rights of recovery against each other.

(b) Tenant agrees that it will at its own expense procure and maintain commercial general liability insurance in the amount of not less than $1,000,000 per occurrence and $1,000,000 annual aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, personal injury, products, and completed operations and liability assumed under an insured contract, including but not limited to the activities of Tenant, its employees and agents. Certificates or copies of said policies, naming the Landlord as an additional insured, and providing for thirty (30) days' advance notice to the Landlord before cancellation, shall be delivered to the Landlord within no later than the date that Tenant begins to occupy the leased premises. A renewal certificate shall be provided to Landlord prior to expiration of any policy.

(c) Tenant will not do or omit the doing of any act which would vitiate any insurance, or increase the insurance rates in force upon the real estate improvements on the premises or upon any personal property of the Tenant upon which the Landlord by law or by the terms of this Lease, has or shall have a lien.

(d) Tenant further agrees to comply with recommendations of Iowa Insurance Services Office, or its successor office, and to be liable for and to promptly pay, as if current rental, any increase in insurance rates on said premises and on the building of which said premises are a part, due to increased risks or hazards resulting from Tenant's use of the premises otherwise than as herein contemplated and agreed.

13. INDEMNITY. Except as to any negligence of the Landlord or its agents in the performance of any obligation of Landlord under this Lease, and to the extent not covered by insurance maintained by Landlord or Tenant, Tenant will protect, indemnify, and save harmless the Landlord, its officers, officials, employees, and agents, from and against any and all claims, demands, causes of action, loss, costs, expenses, damages and liabilities of any type or nature (including but not limited to attorneys' fees and expenses) occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property,

happening or done, in, upon, or about the leased premises, or due directly or indirectly to the tenancy, use, or occupancy thereof, or any part thereof by the Tenant or any person claiming through or under the Tenant. Prior to occupancy of the leased premises hereunder, Tenant has had the opportunity to test the premises for toxic or hazardous substances, mold, and other environmental matters, and Tenant agrees that the indemnities set forth in this paragraph shall include but not be limited to any claims, demands, losses, or causes of action arising from or relating to such matters. The provisions of this paragraph shall survive the expiration, abandonment, or termination of this Lease.

14. FIRE AND CASUALTY. (a) PARTIAL DESTRUCTION OF PREMISES. In the event of a partial destruction or damage of the leased premises after Tenant's construction of improvements which causes a business interference by preventing the conduct of a normal business operation, and which damage is reasonably repairable within sixty (60) days after its occurrence, this Lease shall not terminate but the rent for the leased premises shall abate during the time of such business interference. In the event of partial destruction, Tenant shall have the option to repair such damages.

(b) ZONING. If the zoning ordinance of the municipality in which this property is located makes it impossible for Landlord, using diligent and timely effort, to obtain necessary permits and to repair and/or rebuild so that Tenant is able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as in the next paragraph provided.

(c) TOTAL DESTRUCTION OF BUSINESS USE. In the event of a destruction or damage of the leased premises after Tenant's construction of improvements so that Tenant is not able to conduct its business on the premises, and which damages cannot be repaired within sixty (60) days, this Lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within twenty (20) days after such destruction. Tenant shall surrender possession within ten (10) days after such notice issues and, each party shall be released from all future obligations hereunder, Tenant paying rental pro rata only to the date of such destruction.

15. CONDEMNATION. (a) DISPOSITION OF AWARDS. Should the whole or any part of the demised premises be condemned or taken by a competent authority for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.

(b) DATE OF LEASE TERMINATION. If the whole of the demised premises shall be so condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved as in paragraph 15(a) above.

16. TERMINATION OF LEASE AND DEFAULTS OF TENANT. (a) TERMINATION UPON EXPIRATION OR UPON NOTICE OF DEFAULTS. This Lease shall terminate upon expiration of the term. Upon default by Tenant in accordance with the terms and provisions of this Lease, or upon Tenant's abandonment of the premises by failure to engage in its business activities on the premises for more than thirty (30) consecutive days, this Lease may at the option of the Landlord be canceled and forfeited, provided, however, before any such cancellation and forfeiture except as provided in paragraph 16(b) below, Landlord shall give Tenant a written notice specifying the default, or defaults, and stating that this Lease will be canceled and forfeited ten (10) days after the giving of such notice, unless such default, or defaults, are remedied within such grace period. As an additional optional procedure or as an alternative to the foregoing (and neither being exclusive of the other), Landlord may proceed as provided in Section 21 below.

(b) BANKRUPTCY OR INSOLVENCY OF TENANT. In the event Tenant is adjudicated a bankrupt or in the event of a judicial sale or other transfer of Tenant's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale, or transfer has not been vacated or set aside within ten (10) days from the giving of notice thereof by Landlord to Tenant, then and in any such events Landlord may, at its option, immediately terminate this Lease and, upon giving of ten (10) days' written notice by Landlord to Tenant, re-enter said premises, all to the extent permitted by applicable law.

(c) In (a) and (b) above, waiver as to any default shall not constitute a waiver of any other or subsequent default.

(d) Waiver as to any default shall not constitute a waiver of any other or subsequent default.

17. SIGNS. Tenant shall have the right and privilege of attaching, affixing, painting, or exhibiting signs on the leased premises, provided only that any and all signs shall comply with the ordinances of the municipality in which the property is located and with the laws of the State of Iowa.

18. MECHANIC'S LIENS. Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant therein, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service, or labor for any building, improvements, alteration, repairs, salvaging or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance to any and all contractors and subcontractors who may furnish or agree to furnish any such material, service, or labor.

19. LANDLORD'S LIEN AND SECURITY INTEREST. Landlord shall have, in addition to the lien given by law, a security interest as provided by the Uniform Commercial Code as codified in the State of Iowa upon all personal property, and all substitutions, replacements, accessories, and accessions thereto and thereof, kept and used on the leased premises by Tenant. Landlord may proceed at law or in equity with any remedy provided by law or by this Lease for the recovery of rent or for termination of this Lease because of Tenant's default in its performance.

20. SUBSTITUTION OF EQUIPMENT, MERCHANDISE. ETC. Tenant shall have the right, from time to time during the term of this Lease, to sell or otherwise dispose of any personal property of the Tenant situated on the leased premises, when in the judgment of the Tenant it shall have become obsolete, outworn, or unnecessary in connection with the operation of Tenant's business on the leased premises.

21. RIGHTS CUMULATIVE. The various rights, powers, options, elections, and remedies of either party as provided in this Lease shall be construed as cumulative and no one of them as exclusive of the others or exclusive of any rights, remedies, or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.

22. NOTICES AND DEMANDS. Notices as provided for in this Lease shall be given to the respective parties hereto at the respective addresses designated on page one of this Lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this Lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States mail and so deposited in a United States mail box.

23. BINDING EFFECT. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective heirs, personal representatives, successors, and assigns of the parties hereto; except that if any part of this Lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

24. CHANGES TO BE IN WRITING. None of the covenants, provisions, terms, or conditions of this Lease to be kept or performed by Landlord or Tenant shall be in any manner modified, waived, or abandoned, except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant. This Lease contains the entire agreement of the parties and supersedes any and all discussions, negotiations, understandings, or agreements pertaining to the subject matter hereof.

25. CONSTRUCTION. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter, according to the context.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Property Lease as of the date first written above.

LANDLORD

City of Waterloo, Iowa

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

TENANT

International Investment Risk Trust, LLC

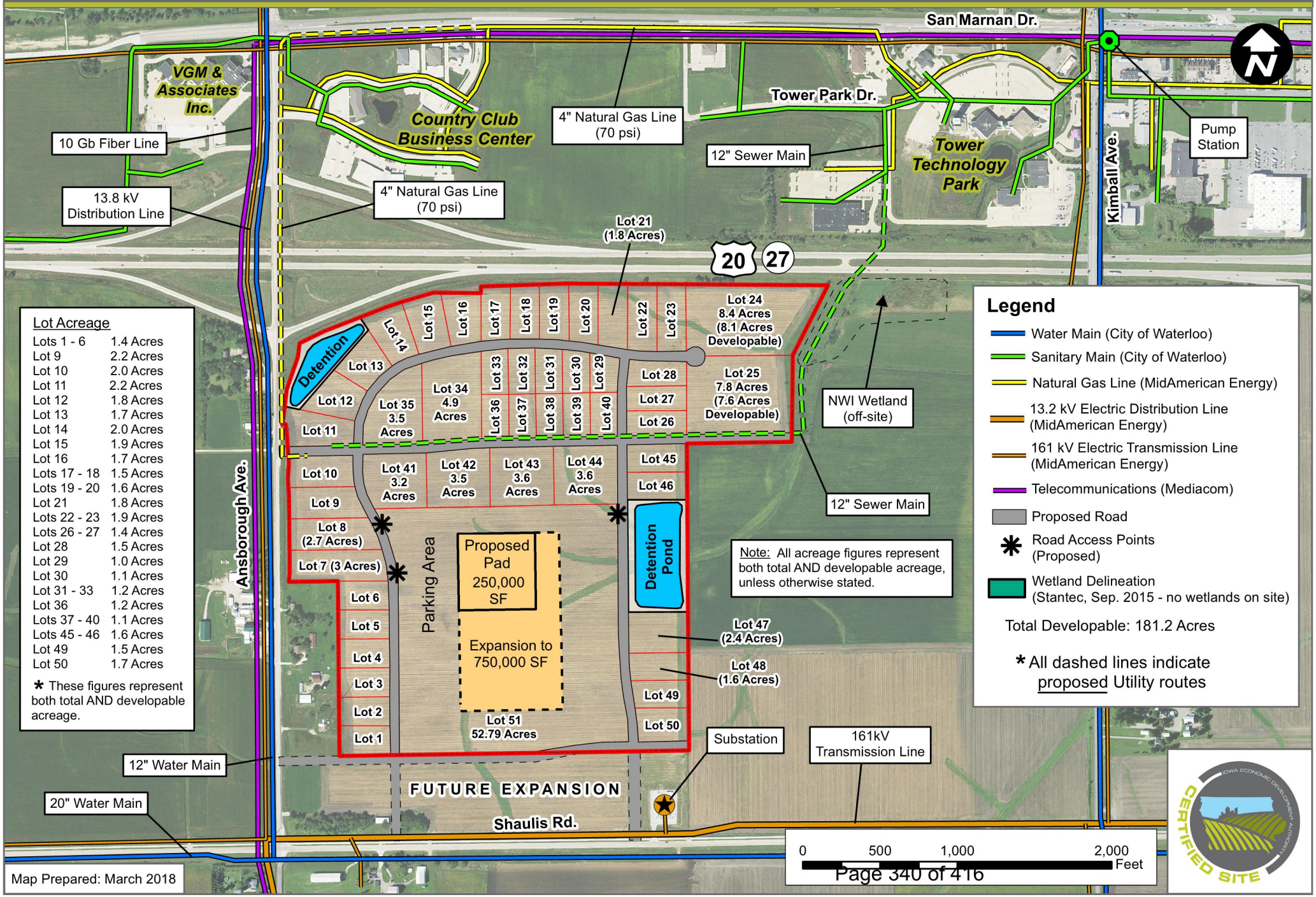
By: _____
Timothy L. O. Webb, CEO

By: _____
Steven D. White, COO

SOUTH WATERLOO BUSINESS PARK (183.7 ACRES)

WATERLOO, IOWA - MASTER DEVELOPMENT PLAN

IOWA economic development



Lot Acreage

Lots 1 - 6	1.4 Acres
Lot 9	2.2 Acres
Lot 10	2.0 Acres
Lot 11	2.2 Acres
Lot 12	1.8 Acres
Lot 13	1.7 Acres
Lot 14	2.0 Acres
Lot 15	1.9 Acres
Lot 16	1.7 Acres
Lots 17 - 18	1.5 Acres
Lots 19 - 20	1.6 Acres
Lot 21	1.8 Acres
Lots 22 - 23	1.9 Acres
Lots 26 - 27	1.4 Acres
Lot 28	1.5 Acres
Lot 29	1.0 Acres
Lot 30	1.1 Acres
Lot 31 - 33	1.2 Acres
Lot 36	1.2 Acres
Lots 37 - 40	1.1 Acres
Lots 45 - 46	1.6 Acres
Lot 49	1.5 Acres
Lot 50	1.7 Acres

* These figures represent both total AND developable acreage.

Note: All acreage figures represent both total AND developable acreage, unless otherwise stated.

Legend

- Water Main (City of Waterloo)
- Sanitary Main (City of Waterloo)
- Natural Gas Line (MidAmerican Energy)
- 13.2 kV Electric Distribution Line (MidAmerican Energy)
- 161 kV Electric Transmission Line (MidAmerican Energy)
- Telecommunications (Mediacom)
- Proposed Road
- Road Access Points (Proposed)
- Wetland Delineation (Stantec, Sep. 2015 - no wetlands on site)

Total Developable: 181.2 Acres

* All dashed lines indicate proposed Utility routes

IOWA ECONOMIC DEVELOPMENT AUTHORITY CERTIFIED SITE

Map Prepared: March 2018

CITY OF WATERLOO

Council Communication

Resolution approving an amendment to the Animal Control Services Agreement with the Cedar Bend Humane Society, originally executed June 19, 2017, in conjunction with August 2022 thru July 2026 Animal Control Service Fees, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 8/1/2022
Prepared: 7/20/2022

ATTACHMENTS:

Description	Type
Amendment	Backup Material

SUBJECT:	Resolution approving an amendment to the Animal Control Services Agreement with the Cedar Bend Humane Society, originally executed June 19, 2017, in conjunction with August 2022 thru July 2026 Animal Control Service Fees, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Sandie Greco, Traffic Operations Director
Recommended Action:	Approve Resolution
Summary Statement:	This is a 5 year amendment that would change the fee 3% for August 2022 to $.54 per animal per day. ($18.54 daily with a three (3) day hold for $55.62) July 2023 and 2024 there would be no increase. July 2025 - a 3% increase to $.56 per animal per day ($19.10 daily equaling $57.30 per animal for the three (3) day hold). July 2026 would have no increase. Stray bite quarantine will increase from $150 to $175 for the ten (10) day hold.
Implementation, Accountability, and Communication:	The relationship between the City ACS and CBHS has been very beneficial to the animals and communities of Waterloo and Cedar Falls since the contract was agreed upon in June of 2015.
Expenditure Required/Source of Funds:	Estimated for FY23 - $104,000.00 Sanitation funding - 525-17-2400-1314

AMENDMENT TO AGREEMENT FOR ANIMAL CONTROL SERVICES

This Amendment to Agreement for Animal Control Services (the "Amendment") is entered into as of _____, 2022, by and between the City of Waterloo, Iowa ("City") and Cedar Bend Humane Society ("Contractor").

RECITALS

A. City and Contractor are parties to a certain Agreement for Animal Control Services (the "Agreement") dated as of June 19, 2017, as amended in 2020.

B. The parties desire to further amend the Agreement as set forth herein.

AGREEMENT

NOW, THERFORE, in consideration of the premises and other consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. The Agreement is amended to strike paragraph a of Section 6.2 therefrom in its entirety and to substitute in its place a new paragraph a, as follows: "Quarantine for animals that have bitten and are not redeemed by an owner – $175.00."

2. The Agreement is amended to strike Section 7.1 therefrom in its entirety and to substitute in its place a new Section 7.1, as follows:

7.1. The Contractor shall commence work under this Agreement at 12:01 a.m. on July 1, 2022 and shall thereafter provide services hereunder until 11:59 p.m. on June 30, 2027. The hold time is three days. Animals with identification are automatically held seven days at no additional cost to City. The fees to hold stray animals will be as follows:

7/01/22-6/30/25	$18.54/day	$55.62 for three days
7/01/25-6/30/27	$19.10/day	$57.30 for three days

3. Except as modified by this Amendment, the Agreement as previously amended shall continue unmodified in full force and effect. This Amendment may be executed in one or more counterparts, each of which, included counterparts signed electronically or signed counterparts transmitted by facsimile or other electronic means, shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment to Agreement for Animal Control Services by their duly authorized representatives as of the date first set forth above.

CEDAR BEND HUMANE SOCIETY

By: _____
Kristy Gardner, Director

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

Resolution approving an Amendment to a Development Agreement with Debra Kay Hodges, for an extension of time to rehabilitate 1644 Logan Avenue, and authorizing the Mayor and City Clerk to execute said documents.

City Council Meeting: 8/1/2022
Prepared: 7/20/2022

ATTACHMENTS:

Description	Type
Amendment to DA	Backup Material

SUBJECT:	Resolution approving an Amendment to a Development Agreement with Debra Kay Hodges, for an extension of time to rehabilitate 1644 Logan Avenue, and authorizing the Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Noel Anderson, Community Planning & Development Director
Recommended Action:	Approve the resolution
Summary Statement:	The City of Waterloo entered into a Development Agreement with Debra Kay Hodges back in December 2020 for the rehabilitation of a dilapidated house at 1644 Logan. She was supposed to start rehabilitation by June 2021 and be completed by December 2021. She is behind, but still wanting to continue work on the project (they note they have made some drywalling and electrical improvements so far).
Neighborhood Impact:	The rehabilitation of dilapidated houses will help overall neighborhood revitalization.
Data/Analysis and Strategies:	The City of Waterloo works to utilize 657A to acquire and rehab or demo deteriorating structures in residential and commercial business areas.
Implementation, Accountability, and Communication:	The City acquired the abandoned house at 1644 Logan Avenue through the 657A process.
Community Engagement Methods:	The City works to communicate with neighborhood organizations and advocates to learn the location of abandoned housing, and work toward its repair or demolition.
Expenditure Required/Source of Funds:	None
Alternative:	Not approve

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 _____, 2022 by and between Debra Kay Hodges Harmon (the "Developer") and the City of Waterloo, Iowa (the "City").

RECITALS

A. Developer and City are parties to that certain Development Agreement dated as of December 7, 2020 (the "DA") concerning the rehabilitation of property at 1644 Logan Avenue, as further described in the Agreement.

B. The parties desire to modify the DA 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 stricken therefrom in its entirety, and a new Section 3 is substituted in its place, as follows:

3. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Developer'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 Developer, and that without said commitment City would not have done so. Subject to Unavoidable Delays (defined below), Developer must obtain a building permit and begin construction of the Improvements no later than October 1, 2022 (the "Project Start Date"), and Substantially Complete rehabilitation no later than July 1, 2023 (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 Developer 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 Developer (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. If the Improvements are not completed by the Project Completion Date or any 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.

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 heirs, personal representatives, 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 M. Hart, Mayor

Debra K. Hodges Harmon
Debra Kay Hodges Harmon

Attest: _____
Kelley Felchle, City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared Quentin M. Hart and Kelley Felchle, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

_____
Notary Public

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on July 19th, 2022 by Debra Kay Hodges Harmon.

Marquita Moore
Notary Public

725616
3-1-25

CITY OF WATERLOO

Council Communication

Resolution approving documents, and adopt and levy the Final Schedule of Assessments, in conjunction with the FY 2022 Sidewalk Repair Assessment Program - Zone 1, Contract No. 1055, and instruct the City Clerk to publish notice.

City Council Meeting: 8/1/2022
Prepared: 7/20/2022

SUBJECT:	Resolution approving documents, and adopt and levy the Final Schedule of Assessments, in conjunction with the FY 2022 Sidewalk Repair Assessment Program - Zone 1, Contract No. 1055, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Wayne Castle, PLS, PE, Associate Engineer
Summary Statement:	Transmitted herewith are the final schedule of assessments, abandonment schedule, final plats and breakdown of project costs for the FY 2022 Sidewalk Repair Assessment Program – Zone 1, Contract No. 1055, which is bounded by: North City Limits – Highway 63 – Conger – Broadway – Park Rd – Cedar River – West City Limits

CITY OF WATERLOO

Council Communication

Resolution approving a Professional Services Agreement with Terracon Consultants, Inc., of Cedar Falls, Iowa, in an amount not to exceed $8,700.00, in conjunction with the FY 2023 Hwy. 21 and E. Orange Road Sanitary Sewer Extension, Contract No. 1071, and authorizing the Mayor to execute said document.

City Council Meeting: 8/1/2022
Prepared: 7/20/2022

ATTACHMENTS:

	Description	Type
	Agreement	Backup Material

SUBJECT:	Resolution approving a Professional Services Agreement with Terracon Consultants, Inc., of Cedar Falls, Iowa, in an amount not to exceed $8,700.00, in conjunction with the FY 2023 Hwy. 21 and E. Orange Road Sanitary Sewer Extension, Contract No. 1071, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Matt Schindel, Associate Engineer
Summary Statement:	Agreement to perform soil borings. See attached agreement for Scope of Services.
Implementation, Accountability, and Communication:	

July 22, 2022

City of Waterloo IA
715 Mulberry Street
Waterloo, Iowa 50703

Attn: Mr. Matt Schindel, Assistant Engineer
P: (319) 291 4312
E: matt.schindel@waterloo-ia.org

Re: Proposal for Geotechnical Engineering Services
Sanitary Sewer Expansion
Highway 21 and E. Orange Road
Waterloo, Iowa
Terracon Proposal No. P13225059

Dear Mr. Schindel:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to City of Waterloo IA to provide Geotechnical Engineering services for the above reference project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our estimated unit price fee to perform the Scope of Services described in this proposal is $7,700 to $8,700. See Exhibit C for details of our fees. Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a 'pdf' file of the attached Agreement for Services to Gregory.Decker@terracon.com.

Sincerely,

Terracon Consultants, Inc.

Gregory M. Decker, E.I.
Staff Engineer

Jason P. Heinz, P.E.
Department Manager
Geotechnical Services

Reference Number: P13225059

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Waterloo IA ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Sanitary Sewer Extension project ("Project"), as described in Consultant's Proposal dated 07/22/2022 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant

shall waive subrogation against the other party on all general liability and property coverage. Client is additional insured with respect to general and auto liability.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Iowa law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant:	**Terracon Consultants, Inc.**	Client:	**City of Waterloo IA**
By:	Jason P. Heinz Date: **7/22/2022**	By:	Date:
Name/Title:	**Jason P. Heinz / Department Manager / Geotechnical Services**	Name/Title:	
Address:	**3105 Capital Way, Ste 5** **Cedar Falls, IA 50613-7030**	Address:	**715 Mulberry St** **Waterloo, IA 50703-5714**
Phone:	**(319) 277-4016** Fax: **(319) 277-4320**	Phone:	Fax:
Email:	**Jason.Heinz@terracon.com**	Email:	

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described the City of Waterloo and the expected site conditions described below. Aspects of the project, undefined or assumed, are highlighted. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Site Location	The project site is located at the intersection of Highway 21 and E. Orange Road in Waterloo, Iowa. Latitude: 42.4283, Longitude: -92.3470 (See Exhibit D)
Existing Improvements	Asphaltic pavements with gravel shoulders, ditches, and overhead electric lines are present.
Existing Topography	Based on publicly available USGS 24k topographic maps, site elevations rise from an elevation of about 910 feet near the south end of the utility alignment to an elevation of about 935 feet at the intersection of Highway 21 and E. Orange Road. The utility alignment is relatively flat along Orange Road.
Site Access	We expect the site, and all exploration locations, can be accessed using our atv-mounted drilling equipment without the assistance of other heavy machinery.
Expected Subsurface Conditions	Our experience in the vicinity of the project site indicates subsurface conditions consist of several feet of fill over glacial clay soils. Granular soils may be present near the creeks and drainageways.

Planned Construction

Item	Description
General Project Description	Sanitary sewer extensions are planned about 2,200 feet to the south and about 1,600 feet west of the intersection of Highway 21 and E. Orange Road. The sewer inverts are planned to be as much as 15 feet below existing grades.

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The City of Waterloo requested the following boring locations and depths:

Number of Borings	Planned Boring Depth (feet) [1]	Planned Location
7	20 or auger refusal	Sanitary Sewer Route

1. Below ground surface.

Boring Layout and Elevations: Terracon will determine the boring locations and stake the locations in the field. Latitudes and longitudes will be obtained by superimposing the site plan onto Google Earth photography. We will used handheld GPS equipment to locate the borings in the field. Our GPS equipment has a minimum horizontal accuracy of about 20 feet. Approximate elevations will be obtained by plotting the borings on the IDNR Lidar Elevation Tool. The locations and elevations of the borings should be considered accurate only to the degree implied by these methods. If more accurate boring locations and elevations are desired, we suggest a land surveying firm stake the boring locations and provide surface elevations at the boring locations to us.

Subsurface Exploration Procedures: We will advance the borings with a rotary drill rig using continuous flight augers. Sampling will be performed using a split-barrel sampler or thin-walled tubes at intervals of 2.5 feet in the upper 15 feet of each boring. We observe and record groundwater levels during and after drilling and sampling. Open boreholes will be covered between the time the boring is completed and backfilled.

Terracon's exploration team prepares field boring logs as part of standard drilling operations. The field logs include sampling interval depths, penetration resistances, and other relevant drilling and sampling information. Our field logs also include visual descriptions of materials encountered during drilling and the drill crew's interpretation of subsurface conditions between samples. The samples are placed in appropriate containers and transported to our laboratory for further testing and classification.

Our engineering staff and the drill crew communicate during the exploration. If the soil conditions encountered appear to be unfavorable or marginal, we modify our subsurface exploration while we are on site. If additional fees apply, we contact the client for authorization, prior to performing any additional services.

Safety: Terracon is currently not aware of environmental concerns at this project site that would create health or safety hazards associated with our subsurface program. Thus, the estimated fee includes our exploration team using standard Personal Protection Equipment (PPE) for geotechnical drilling including hard hats, safety glasses, hearing protection, high visibility vests, and steel-toed boots. Our scope of services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling and/or sampling will be noted on our logs and discussed in our report.

For the purpose of preparing our cost estimate, we considered that a right-of-way permit will be not be required by the City of Waterloo. Traffic control including signage will be required to perform work in the right-of-way of Orange Road and Iowa Highway 21. Terracon will obtain a permit from the Iowa Department of Transportation to work within the Highway 21 right-of-way. We do not anticipate the need for flaggers nor closing a lane of traffic in order to complete the borings along Highway 21 and E. Orange Rd. In areas where the planned boring locations are near overhead power lines, the borings will be offset a safe distance from the power lines.

Terracon will notify Iowa One Call to request location and marking of public utilities at least 48 hours prior to performing borings/excavations. We will consult with the owner/client regarding potential private utilities, or other underground hazards. Based on the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our exploration team members is a priority.

Any private utilities should be marked by the owner/client prior to commencement of subsurface exploration. Terracon will not be responsible for damage to utilities that are incorrectly marked or not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating service. Fees associated with location and marking of private utilities are considered additional services and are not included in our current scope of services. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

If there are any site restrictions or special site and/or exploration requirements, these should be made known to Terracon prior to commencement of field services.

Site Access and Property Disturbance: We considered that the site and boring locations can be accessed using our ATV-mounted equipment. Terracon personnel will take reasonable measures to limit the amount of damage to the property. However, some rutting of the ground surface and/or damage to landscape and vegetation could occur. Please note that our scope of services and fee do not include services associated with site clearing, wet ground conditions, or repairing existing landscape. If such services are desired by the owner, we should be notified so we can adjust our scope of services and fee. At least 2 days advanced notice will be provided to the City of Waterloo of our intent to notify Iowa One Call and perform the field exploration. Please notify Terracon if arrangements have not been made for subsurface exploration on the property.

We will backfill our boreholes with auger cuttings and bentonite chips after completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be disposed of in an area designated by the client. Because backfill material often settles below the surface after a period, we recommend boreholes be checked periodically, and backfilled if necessary.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to aid in our evaluation of the engineering properties of the various soil strata. Exact types and number of tests cannot be defined until completion of field work. Anticipated laboratory testing includes the following:

- Water content
- Dry unit weight
- Unconfined compressive strength

Our laboratory testing program also includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in general accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our ***GeoReport®*** system. Upon initiation, we provide you and your design team the necessary link and password to access the website. Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When services are complete, we upload a printable version of our completed geotechnical engineering report. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will include and/or address the following:

- General site and project description
- Site and Boring Location diagrams
- Stratified boring logs with field and laboratory data
- Subsurface exploration procedures
- Summaries of soil and groundwater conditions observed
- Earthwork recommendations for sewer backfill including:
  - Suitable on-site and imported fill material types
  - Fill placement and compaction requirements
  - General grading and drainage recommendations
  - General earthwork considerations

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our estimated unit price fee is as follows:

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
FIELD SERVICES	Refer to Exhibit B for scope of services			
Pre-task Planning	1 - 1	lump	$250.00	$ 250.00 - 250.00
All-Terrain Drill Rig & Support Equipment	10 - 11	hour	$300.00	$ 3,000.00 - 3,300.00
Traffic Control Signs (subcontractor, actual cost + 15%)	1.0 - 1.0	lump	$650.00	$ 650.00 - 650.00
Drilling Supervisor (staking, Iowa One Call, Instructions, Cars 511)	8.0 - 9.0	hour	$110.00	$ 880.00 - 990.00
			Subtotal	$ 4,780.00 - 5,190.00
ESTIMATED FIELD SERVICES SUBTOTAL				**$ 4,800.00 to $ 5,200.00**
LABORATORY SERVICES	Anticipate obtaining about 49 samples. Refer to Exhibit B for details.			
Boring Log Stratifications	3.0 - 4.0	hour	$90.00	$ 270.00 - 360.00
Moisture Content Test	45 - 49	each	$7.00	$ 315.00 - 343.00
Dry Density Determination	8 - 10	each	$10.00	$ 80.00 - 100.00
Unconfined Compression Test	8 - 10	each	$25.00	$ 200.00 - 250.00
			Subtotal	$ 865.00 - 1,053.00
ESTIMATED LABORATORY SERVICES SUBTOTAL				**$ 850.00 to $ 1,050.00**
ENGINEERING SERVICES	Project Coordination, Data Reduction, Engineering Evaluation, and Report Preparation. Refer to Exhibit B for details.			
Senior Geotechnical Engineer/Project Manager, P.E.	2.0 - 3.0	hour	$150.00	$ 300.00 - $ 450.00
Geotechnical Engineer / Project Manager	14.0 - 16.0	hour	$110.00	$ 1,540.00 - $ 1760.00
Administration and Secretarial Services	3.0 - 4.0	hour	$65.00	$ 195.00 - $ 260.00
			Subtotal	$ 2,035.00 - $ 2470.00
ESTIMATED ENGINEERING SERVICES SUBTOTAL				**$ 2,050.00 to $ 2,450.00**
ESTIMATED TOTAL FOR SCOPE OF SERVICES				**$ 7,700.00 to $ 8,700.00**

Unless instructed otherwise, we will submit our invoice(s) to the addressee of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating additional services. A supplemental proposal stating the modified Scope of Services, as well as its effect on our fee, will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

***GeoReport®* Delivery**	**Total Timeframe from Authorization to Proceed [1, 2]**
Project Planning	5 days
Site Characterization	28 days
Geotechnical Engineering	35 days

1. Upon receipt of your authorization to proceed, we will activate the schedule component of our ***GeoReport®*** website with the anticipated days for the delivery points above, as well as other events, such as the field exploration crew working on-site, etc.
2. We will maintain a calendar of activities within our ***GeoReport®*** website. In the event of a need to modify the schedule, the schedule will be updated to indicate our plans for delivery of our report.

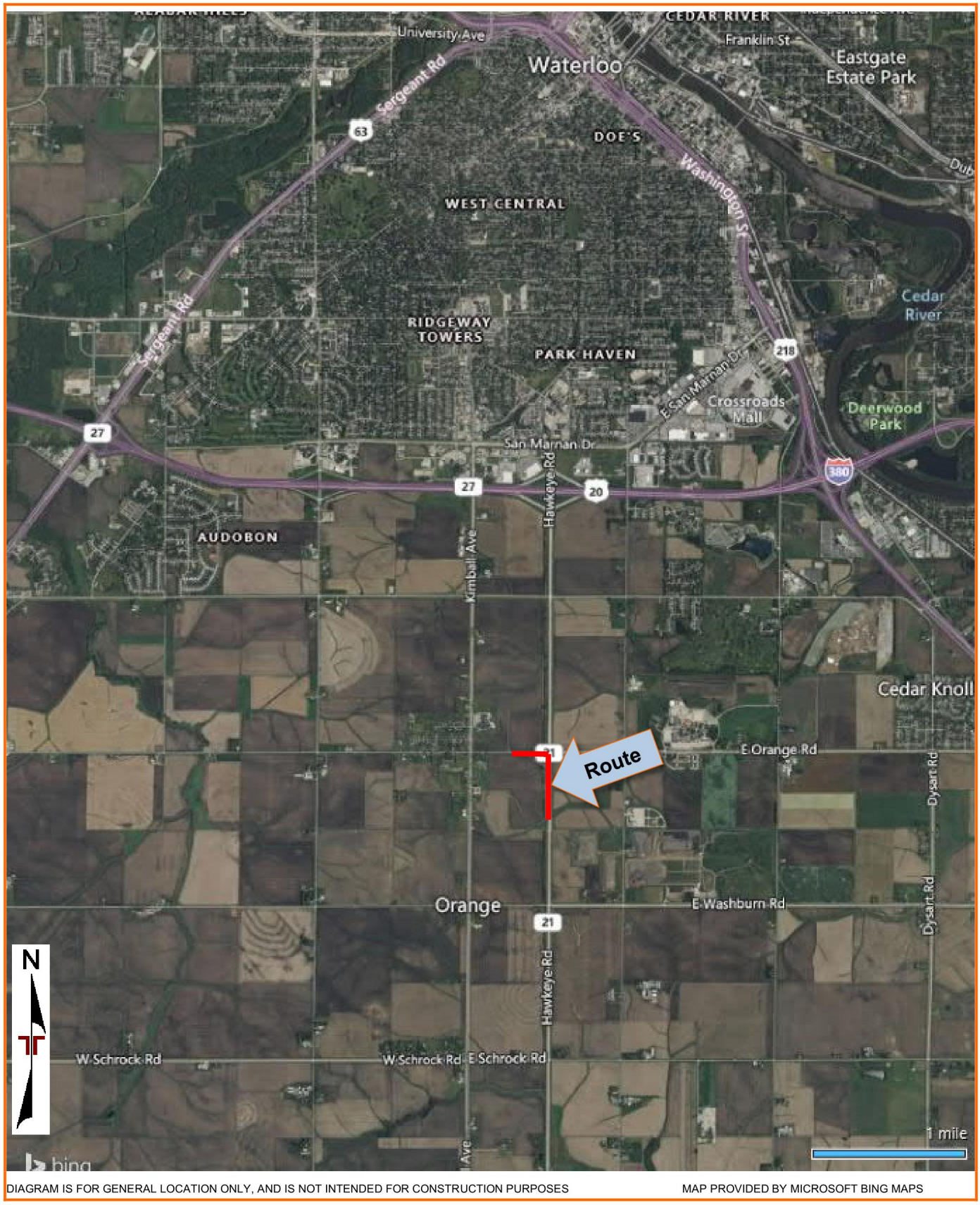


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

CITY OF WATERLOO

Council Communication

Resolution approving amendments to the City of Waterloo Records Request Policy, originally adopted by Resolution No. 2017-113.

City Council Meeting: 8/1/2022
Prepared: 7/25/2022

ATTACHMENTS:

	Description	Type
	Updated Policy as Proposed	Backup Material

SUBJECT:	Resolution approving amendments to the City of Waterloo Records Request Policy, originally adopted by Resolution No. 2017-113.
Submitted by:	Submitted By: Kelley Felchle, City Clerk
Summary Statement:	Policy needs to be updated to include fees for transferring documents to USB devices. This fee will be $10.00.

Adopted by Resolution No. 2017-113
February 13, 2017

City of Waterloo Public Records Request Policy

Statement of Policy
This policy is intended to implement the provisions of Iowa Code Chapter 22 by assisting citizens requesting examination of public records and to employees in fulfilling those requests. The goal is to facilitate broad access to public records and assure that responses to open records requests are made appropriately and timely.

Parameters
The City of Waterloo is committed to the concept of open government exemplified by Iowa Code Chapter 22. Records deemed confidential pursuant to Iowa Code Section 22.7, or other applicable statutes, are not required to be released in response to a request. In addition, the City of Waterloo is not required to permit access to data processing software developed by the City or a non-government body and used by the City. Other portions of federal law may govern access to public records. Any changes to Iowa Code Chapter 22 shall supersede provisions of this policy.

City Website
Many records (i.e., reports, budget information, agendas, minutes, resolutions, and ordinances) are in the public domain and can be viewed and printed from the City's website at www.cityofwaterlooiowa.com without submitting a request to access the records. Computers with internet access are available at the Waterloo Public Library, located at 415 Commercial Street.

Custodian of Records
For the purposes of this policy, Custodian means the person lawfully designated by the City to act for the City in implementing Iowa Code Chapter 22. The Custodians are as follows:

Department	Custodian	Location
Fire Department	Administrative Secretary	425 E 3rd Street
Police Department	Records Manager	715 Mulberry Street
All other City Departments	City Clerk	715 Mulberry Street

The Custodian will coordinate the response to all requests and may designate an employee to assist with completing a request. All employees and elected officials must immediately direct all public records requests to the appropriate Custodian.

Making a Request for Public Records
Citizens may submit requests for access to public records in any format but are encouraged make requests in writing using the City of Waterloo Public Records Request form (Exhibit B). Unless otherwise required by law, anyone may make a request for public records without providing

identification, reason, or motive for the request. The custodian shall not require the physical presence of a person requesting or receiving a copy of a public record.

Availability of Records
Public records will be available for public examination and/or copying during customary office hours, which are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding designated holidays.

Information Needed for Processing an Open Records Request
The Custodian must know the full extent of the request and how to contact the Requestor in order to process a records request in a timely manner. Descriptions of the records sought by the Requestor must be specific. Requestors should note that the City of Waterloo is not required to generate records that do not already exist. The Custodian shall determine whether the request is routine or non-routine based on the criteria listed below.

Responding to Routine Records Request
Records requests requiring up to fifteen minutes of total work time to fulfill the request shall be considered routine. Fees for routine request are limited to the actual cost of record duplication. All fees must be paid prior to receiving the requested record.

Responding to Non-Routine Records Request
Records requests estimated to take longer than fifteen minutes to complete shall be considered non-routine. The first fifteen minutes of employee labor required to fulfill the request will not be waived. The Custodian shall make a good faith estimate of the time and cost, including employee labor, to retrieve and copy the requested records. An estimate of the cost shall be made in writing and provided to the Requestor prior to commencing work on the request.

Requests for employee or elected official emails are considered non-routine. When making a request for emails, the Requestor is encouraged to include a date range, topics to search in emails, and note if sent and/or received emails of an account are requested. Emails that meet the search parameters will be provided to the Requestor as a photocopy.

Time Allotted for Confidential Records and Research
Iowa Code allows for a delay of twenty calendar days if it is necessary to consult with legal counsel regarding whether a record is confidential; however, the delay should normally take no longer than ten business days. If the delay is expected to go beyond 10 business days, this will be communicated to the Requestor.

If research is required, immediate access to records may be affected by good faith efforts to identify and locate the correct records, or determine whether the request seeks disclosure of confidential records. The requesting party will be notified by the Custodian if any delays are experienced or expected.

Redaction of a Record
The Custodian may redact from a record any information that is confidential under state or federal law. The reason for a redaction will be noted by the Custodian in a letter to the Requestor.

Formatting Records
A record will be made available in the format in which it is readily accessible to the City, provided the format is usable with commonly available data processing or database management software. If the City chooses to provide the record in a different format for the requestor, the City may charge the reasonable costs of any required processing, programming, or other work required to produce the public record in the specific format in addition to any other actual costs allowed.

Security of Record
No person, with exception of the Custodian, may search or remove any record from the City of Waterloo's files or remove any record from city property. Examination of records will be supervised by the Custodian or a designee.

Calculation of Fees and Amounts Due
The fee for document retrieval, review, and duplication will be calculated based on the following criteria:

A. The cost to duplicate city records will be calculated based on fees set forth in the Schedule of Fees (Exhibit A).

B. The Requestor will not be billed for the first fifteen minutes of labor for document retrieval and review services for routine requests.

C. The first fifteen minutes of employee labor required to fulfill a non-routine request will not be waived.

D. The wage of the Custodian, designee, or any other employee used in document location, identification, and duplication shall be itemized and billed in fifteen-minute increments.

E. The wage of the Custodian, designee, or any other employee reviewing the documents for relevance or redactions due to confidentiality will be billed in fifteen-minute increments.

F. The time the Custodian, designee, or any other employee supervises the requester while viewing documents will be billed in fifteen-minute increments.

G. Fifty percent of the estimated cost of a request shall be payable prior to commencing work on a request. The Custodian must receive full payment prior to releasing the requested documents.

H. The cost to copy records to a DVD/CD will be calculated as the cost of the document plus the cost of the CD/DVD. Labor charges, if applicable, shall be in addition to this cost.

I. City Council Members shall receive one copy of city records at no cost.

Exhibit A
Schedule of Fees

The Schedule of fees constitutes the actual cost of the reproduction of a city record. Labor charges may be applied in addition to the fees listed below.

Record Type	Fee
Photocopy	
8.5x11	$0.25
8.5x14	$0.25
CD/DVD of copied records	$10.00
USB Storage Device	$10.00
Engineering Map Fees	
800 Scale Base Map	$20.00
1320 Scale Base Map	$10.00
Spiral-bound Map Booklet	$10.00
Waterloo Zoning Map	$15.00
Ward and Precinct Map	$10.00
Single Ward Map	$2.00
Laser prints of aerials (8.5x11)	$5.00
Laser prints of aerials (11x17)	$10.00
Plotter print of aerials	$20.00
Ward and Precinct Map	$8.00
County Map	$2.50
Engineering Microfilm Fees	
35mm (18x25)	$1.50
16mm (8.5x11)	$0.75
Engineering Blueprint Copies	
Cut Sheets (22x34 or 24x36)	$2.50
County Map (24x36)	$2.50
Topographical Map (24x36-Developer)	$10.00
Topographical Map (24x36-Others)	$2.50

Record Type	Fee
Engineering Digital Terrain Models	
DTMS/Contours of Entire City	$30.00
Planning Department	
Zoning Ordinance	$10.00
Subdivision Ordinance	$10.00
Black Hawk County Zoning & Subdivision Ordinance	$15.00
Comprehensive Plan	$25.00
Historic Preservation Plan	$15.00
Zoning Map	$15.00
Highway 63 Plan	$10.00
Downtown Master Plan	$35.00
Capital Improvements Plan	$5.00
Rath Plan	$5.00
Future Land Use Map	$1.00
Traffic Department	
Traffic camera footage CD/DVD	$10.00

Exhibit B

City of Waterloo Public Records Request Form

Requestor Information

Name: _____ Date: _____

Mailing Address: _____

Phone Number: _____ Phone Number: _____

Email Address: _____

Request

Please be as specific as possible; include names, dates, document type, topic, resolution and ordinance numbers, project names, sent and/or received emails, key search words, etc.

Iowa Code Chapter 22 gives every citizen the right to examine public records and to copy those records unless the record is exempt according to provisions of said chapter. The City of Waterloo staff should not be expected to abandon or neglect their regular public duties to comply with record requests and thus need sufficient time to make and deliver any requested information. If the requested material potentially contains confidential information or is otherwise exempt from disclosure, additional time may be required for review and possible

redacting of the material. All requests will be processed in accordance with applicable procedures and rules. **Note: If a deposit is required, no work will begin on the request until a deposit of 50% of the estimated cost is received.**

FOR OFFICE USE ONLY

1. Date received: _____ Routine: _____ Non-routine: _____

2. Request received via: ____ Fax ____ Mail ____ Email ____ In Person ____ Telephone

3. Fulfilled via: ____ Copies ____ Personal examination ____CD/DVD ____ Electronic copy

4. List employee assigned to request, role, wage, and time worked: _____

_____

_____

5. Total request amount due: $ _____ 6. Deposit amount (If applicable): $ _____

7. Date deposit received, amount, and check # :_____ $_____ #_____

8. Date total paid, amount, and check # : _____ $_____ # _____

9. Contact with requestor:

Date	Notes

MAINTAIN AN ELECTRONIC COPY OF NON-ROUTINE RECORDS RELEASED TO REQUESTOR

CITY OF WATERLOO

Council Communication

Resolution approving a Purchase Rights Agreement with Cause-Related Opportunity Zone Fund LLC, for the purchase and redevelopment of the parking lot near the Sportsplex for a parking ramp and residential development, and authorizing the Mayor and City Clerk to execute said documents.

City Council Meeting: 8/1/2022
Prepared: 7/28/2022

ATTACHMENTS:

Description	Type
Purchase Rights Agreement	Backup Material

SUBJECT:	Resolution approving a Purchase Rights Agreement with Cause-Related Opportunity Zone Fund LLC, for the purchase and redevelopment of the parking lot near the Sportsplex for a parking ramp and residential development, and authorizing the Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Noel Anderson, Community Planning & Development Director
Recommended Action:	Approve resolution
Summary Statement:	The developers have been working with City staff to find a location for an Opportunity Zone eligible project. The site they believe will be successful is the parking lot across from the Sportsplex. The agreement (and a future Development Agreement) would detail how the site would be developed for a parking ramp structure to allow the City to gain more parking in this area (which serves the Sportsplex, Young Arena, The Waterloo Center for the Arts, SingleSpeed, etc.) and allow for a residential development above the parking structure to happen. There are a lot of details to still be worked out in design, layout, future maintenance, etc. but this agreement gives the developer the ability to go seek grants, private investors, etc. to exclusively re-develop the site for a 24 month period. As the City does not regularly see any requests for a parking ramp development, we do not believe the time period will hinder any other immediate projects. The developer's planned project would be over $40 million in investment.
Neighborhood Impact:	The development of this site will need to continue to provide a parking comment to serve the many great developments we are seeing in Downtown Waterloo. At busy times of hockey games, events at Sportsplex and Waterloo Center for Arts, there are existing parking concerns. This could help provide additional parking in this area if properly developed.
Data/Analysis and Strategies:	Parking in Downtown Waterloo is always a discussion point. As we continue to build up our density of new sites in this vicinity, parking solutions

	will continue to evolve.
Implementation, Accountability, and Communication:	There will be many discussions in the next 24 months as to how a project would work on the site for the developers, City of Waterloo, and nearby businesses and organizations.
Community Engagement Methods:	The agreement notes the City will work to coordinate actions for neighborhood assessments and organizations (with Main Street Waterloo) for support of the development and parking layout.
Expenditure Required/Source of Funds:	NA
Alternative:	Not aprove
Legal Descriptions:	NA

PURCHASE RIGHTS AGREEMENT

This Purchase Rights Agreement (the "Agreement") is entered into as of _____, 2022, by and between Cause-Related Opportunity Zone Fund LLC or its assignee ("Developer") and City of Waterloo, Iowa ("City").

RECITALS

A. City is the owner of certain real property in the City of Waterloo, Iowa, locally known as parcels 8913-26-205-015 and 8913-26-205-016, and controls a public alley that runs between said parcels (collectively, the "Property").

B. Developer desires to obtain an option and a right of first refusal to purchase the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises exchanged herein and for other consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

ARTICLE I
PURCHASE OPTION

1.1. Option and Price. From the date of this Agreement and for a period of twenty-four (24) months thereafter (the "Option Period"), Developer shall have an option to purchase the Property for the price of $1.00. During the Option Period, City shall not grant to any third party an option to purchase the Property.

1.2. Exercise of Option. Developer' s exercise of the option shall be by delivery of written notice (the "Option Notice") to City no later than the date that is twenty-four (24) months after the date of this Agreement. Within six (6) months following delivery of the Option Notice, the parties shall execute a development agreement for Developer's project on the Property, which shall be on terms acceptable to City, including but not limited to City's action to vacate the alley, Developer's commitment to construct a public parking garage to provide additional parking for patrons of the SportsPlex and other City venues in the vicinity, and Developer's project investment of no less than $40 million (the "Development Requirements"). The City will provide reasonable assistance to Developer in working with appropriate organizations (e.g., Main Street Waterloo) to coordinate actions for neighborhood assessments and interactions, public announcements, and other mutually agreeable activities in support of the development, provided that City shall have no duty to engage any consultants.

1.3. Closing. Closing shall occur on a date to be agreed upon by the parties following delivery of the Option Notice. Other terms and conditions of the Closing shall be as specified in the purchase agreement.

ARTICLE II
RIGHT OF FIRST REFUSAL

2.1 Notice and Exercise. Whenever City is in receipt of a bona fide offer for the purchase of the Property or any portion thereof during the Option Period, it shall promptly deliver to Developer a copy of such offer. Developer shall have fourteen (14) days from the date of delivery of said offer in which to exercise a right of first refusal to purchase the Property on the terms set forth in the offer. Developer shall exercise its right, if at all, by delivery of written notice to City within said 14-day period, to be followed by execution of a development agreement for Developer's project on the Property, which shall be on terms acceptable to City, including but not limited to the Development Requirements.

ARTICLE III
GENERAL TERMS

3.1. Payment. As further consideration for City's grant of an option and right of first refusal to Developer, concurrently with the execution and delivery of this Agreement, Developer shall pay to City the sum of One Thousand and 00/100 Dollars ($1,000.00). Said payment is not part of the purchase price and is not refundable.

3.2. Remedies.

a. In the event that City shall fail to perform any of its obligations hereunder within the time for performance herein provided, Developer shall have, as its sole and exclusive remedy, the right, but not the obligation, to commence an action against City for specific performance, provided that such action is commenced within six (6) months after delivery to City of any notice pursuant to Sections 1.2 or 2.1.

b. In the event that Developer shall fail to perform any of its obligations hereunder within the time for performance herein provided, City shall have all remedies available to it as a matter of law or equity, including the remedy of terminating this Agreement in accordance with applicable law. Notwithstanding the foregoing, City shall not have or exercise the remedy of specific performance or any similar remedy at law or in equity that would compel Developer to acquire the Property as contemplated by this Agreement.

c. In the event City or Developer fails to fulfill any of their respective obligations under this Agreement and the other commences an action with respect to the provisions of this Agreement, the party prevailing in such action shall be entitled to its reasonable attorney's fees and costs of enforcement.

3.3. Risk of Loss and Insurance. City shall bear the risk of loss or damage to the Property prior to the closing.

3.4. No Partnership or Joint Venture. Nothing in this Agreement shall be interpreted as creating a partnership or joint venture between City and Developer relative to the Property.

3.5. Entire Agreement; Integration. This Agreement and the exhibits hereto, if any, constitute the entire agreement between the parties pertaining to the subject matter hereof. All exhibits hereto, if any, are hereby incorporated into and made a part of this Agreement. All previous negotiations and understandings between City and Developer, or their respective agents and employees, with respect to the transaction set forth herein are merged in this Agreement which alone fully and completely expresses the parties' rights, duties, and obligations. This Agreement may be amended or modified only in a written document signed by City and Developer.

3.6. Severability. In the event any provision of this Agreement is held invalid, illegal, or unenforceable, whether in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

3.7. Binding Effect. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal and legal representatives, successors, and assigns.

3.8. Headings and Captions. The title or captions of paragraphs in this Agreement are provided for convenience of reference only and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain, or describe the scope or extent of this Agreement or any of its terms or conditions.

3.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which, including signed counterparts transmitted by facsimile or other electronic means, shall be deemed an original and all of which together shall constitute one and the same instrument.

3.10. Notices. Any notice required herein shall be in writing and shall be deemed effective if it is personally delivered or is deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, to City or Developer at the following addresses:

If to City: City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703
Attn: Community Planning & Development Director

If to Developer: Cause-Related Opportunity Zone Fund LLC

1312 Gilbert Street
Charles City, Iowa 50616
Attention: Manager

Either party may designate an additional or another address upon giving notice to the other party pursuant to this Section. Notice given in any other manner other than as stated herein, shall be deemed effective only upon receipt by the party to whom such notice is given.

3.11. Brokers. Neither party has retained a broker in connection with this Agreement, and each party agrees to indemnify, defend and hold the other harmless from and against any and all claims, fees, commissions and suits of any real estate broker or agent with respect to services claimed to have been rendered at the request of or through or under such party in connection with the execution of this Agreement or the transactions set forth herein.

3.12. Recording. Either party may, at its own expense, record this Agreement or a memorandum hereof in the land records of Black Hawk County, Iowa.

3.13. Time. Time shall be of the essence hereof.

3.14: Assignability. Cause-Related Opportunity Zone Fund LLC may assign its interest in this Agreement to another entity upon approval of City, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have executed this Purchase Rights Agreement by their duly authorized representatives as of the date first written above.

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

CAUSE-RELATED OPPORTUNITY ZONE FUND LLC

By: _____ Manager
Gilbert Starble, Manager

CITY OF WATERLOO

Council Communication

Resolution approving a Real Estate Purchase Agreement with Union Development Holdings, LLC, for a 10.78 acre parcel of land owned by the City of Waterloo to be developed for at total of at least 150 multifamily units, and authorizing the Mayor and City Clerk to execute said documents.

City Council Meeting: 8/1/2022
Prepared: 7/28/2022

ATTACHMENTS:

Description	Type
Real Estate Purchase Agreement	Backup Material
Legal Description	Backup Material

SUBJECT:	Resolution approving a Real Estate Purchase Agreement with Union Development Holdings, LLC, for a 10.78 acre parcel of land owned by the City of Waterloo to be developed for at total of at least 150 multifamily units, and authorizing the Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Noel Anderson, Community Planning & Development Director
Recommended Action:	Approve resolution
Summary Statement:	As you may recall, the City Council has taken several actions approving this tremendous project in the North Crossing area. As a part of the Iowa Finance Authority review, IFA does not fully recognize the Development Agreement as a secure to acquire land, and so we are requesting to adopt this Real Estate Purchase Agreement. The agreement has the same conditions for construction, etc. as the Development Agreement.
Neighborhood Impact:	There has been no opposition to the project, and it would appear to fit in nicely as a compliment to the growing medical-retail center.
Data/Analysis and Strategies:	The City of Waterloo needs more housing options in this portion of the community, as well as overall.
Implementation, Accountability, and Communication:	The project has gone through several public hearings for its location, design, and overall layout.
Community Engagement Methods:	The project has gone through the Planning Commission and City Council, which require mailings, notice of public hearing, etc.
Expenditure Required/Source of Funds:	No additional expenditures than land and tax incentives from Development Agreement
Alternative:	Not approve
Legal Descriptions:	Attached

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.

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is entered into as of _____, 2022, by and between Union Development Holdings, LLC ("Company"), and the City of Waterloo, Iowa ("City").

RECITALS

A. City is the owner of real property on E. 4th Street identified as parcel no. 8913-12-326-003, a portion of which is legally described as set forth on Exhibit "A" attached hereto (the "Property"). Company desires to undertake a project on the Property and is willing and able to finance and construct a total of at least 150 multifamily units and related improvements thereon.

B. City considers affordable housing 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 to encourage that goal. City believes that such development is in the vital and 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 Projects (defined below) have been undertaken and are being assisted.

C. Upon approval and execution, this Agreement is intended to void, supersede and replace that certain Development Agreement between the parties dated as of April 4, 2022.

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 $1.00 (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 has delivered 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 within twenty (20) days following written notice of such objections from Company, or such additional time as agreed by the parties, Company may terminate this Agreement without further obligation. City shall provide any title documents it has in its possession, including any abstracts, within ten (10) days of the date of this Agreement to assist in title review.

2. **Closing Date:** The City shall deliver the Property to the Company by the latter of: a) the receipt of all applicable development and construction permits as required for the Company to begin Improvements (defined below), or b) upon completion of the anticipated on-site and off-site improvements by others per the Preliminary Plat for North Crossing Third Addition prepared by Robinson Engineering Company attached hereto as Exhibit B (the "Delivery Date").

3. **Survey.** Company shall obtain, at Company's expense, a staked topographical survey, which survey shall comply with Minimum Standard Detail Requirements meeting the 2021 accuracy standards for ALTA/NSPS Land Title Surveys (the "**Survey**"). The Survey shall be certified as of a current date by a registered engineer or surveyor and shall show the exact location of all improvements, building setback lines, easements, rights-of-way and encroachments affecting the Property, and all other matters apparent thereon and the relation of the Property to all adjacent properties and public thoroughfares. Further, the Survey shall reflect whether the Property is located in a designated flood zone area, the zoning of the Property and shall certify as to the gross and net acreage.

4. **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. At its own cost Company shall clear all trees and shrubs necessary to undertake the Project (defined below), shall construct to a finished state at least 150 multifamily units, including installation of driveways and sidewalks, and be responsible for removal of all construction debris, proper leveling or shaping of groundscape, and grassing and/or landscaping (construction and finishing as so described are referred to collectively as 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. Company shall submit specific plans, building designs and site plans for City review and approval before the commencement of construction and shall not substantially deviate from such plans, specifications or designs. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits,

licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Property, the Improvements, and all site preparation and development-related work to be undertaken and completed by Company under this Agreement are collectively referred to as the "Project".

5. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Company's commitment to cause the Project to be undertaken and to construct the Improvements in a timely manner constitutes a material inducement for the City to extend the incentives provided for in this Agreement, and that without said commitment City would not have done so. Subject to Unavoidable Delays (defined below), Company having pursued and received a building permit, shall begin construction of the Improvements within 30 days of the Delivery Date. (the "Project Start Date"), and construction of Improvements must be Substantially Completed within 24 months of the Project Start Date (the "Project Completion Date"). For purposes of this Agreement, "Substantially Completed" means the date on which the Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto.

If Company has not begun construction of the Improvements by the Project Start Date, City may terminate this Agreement as set forth in Section 16, and City shall have no further obligation hereunder with respect to such Project. If construction has not begun by the Project Start Date but the development 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 construction 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. If construction is not completed by the Project Completion Date or within the allowed period of extension, City may (i) grant an extension of the Project Completion Date, the granting of which extension will not be unreasonably withheld so long as Substantial Completion of construction is expected within a reasonable time period, or (ii) if Substantial Completion is not expected within a reasonable time period, terminate this Agreement as set forth in Section 16, title to the Property shall revert to the City, and City shall have no further obligation hereunder with respect to such Project nor any duty to compensate Company for any work or materials provided before the termination date or for the added value of improvements completed or partially completed. As promptly as possible, Company shall notify City in writing of the occurrence of any Unavoidable Delay and shall again notify City in writing when the Unavoidable Delay has ended.

6. **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 sixty (60) days after written demand by City, then on Company's behalf and as its attorney-in-fact City shall be authorized, but not required, to execute 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.

A. Indemnification by Company. Company 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 Company's negligent act, error, omission, or willful misconduct in connection with the performance of any and all of its duties under this Agreement, 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.

7. **Utilities.** Company will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services to any location on the Property and for payment of any associated connection fees.

8 **Incentives.** After the Improvements have been Substantially Completed, Company will be eligible for the following incentives:

A. 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 and City ordinance, provided that Company meets all requirements to qualify for such exemption.

9. **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.

10. **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. As an express exception to the foregoing restrictions, Company may, without obtaining the consent of City, assign this Agreement and all of its rights and duties hereunder to another entity affiliated with Company by common ownership or control (a "Company Affiliate"), including but not limited to Union at North Crossing, LP, provided that the Company Affiliate assumes all duties and obligations of Company hereunder. In the event of any assignment to a Company Affiliate, Company shall promptly provide written notice thereof to City and shall file the assignment instrument in the land records of Black Hawk County, Iowa.

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

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

B. Company will comply with all applicable land development laws and City and county ordinances, and all laws, rules and regulations relating to its businesses.

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

12. **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.

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

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

B. It has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed

to be conducted, and to enter into and perform its obligations under this Agreement.

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

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of organization or 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.

14. **Indemnification and Releases.**

A. Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Property or resulting from any defect in the Improvements caused by Company's negligent act, error, or omission during the performance of this Agreement . 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 Property 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.

B. Except for any gross negligence, error, omission, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type

or nature whatsoever, by any person or entity whatsoever that arises from: (1) any violation of any term or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) Company's negligent act, error, omission, or willful misconduct in connection with construction, installation, ownership, and operation of the Improvements, or (3) otherwise as a result of or in connection with the Project

C. The indemnification obligations under this Section shall include attorneys' fees and expenses incurred by any indemnified part. The provisions of this Section shall survive the expiration or termination of this Agreement.

15. **Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean any one or more of the following events that continues beyond any applicable cure periods:

A. Failure by Company to cause the construction of the Improvements on the Property 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, except as otherwise expressly provided in this Agreement;

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. 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 a Project Site formerly owned by City.

E. 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.

16. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may terminate this Agreement, in whole or in part. Before exercising such remedy, City shall give 60 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 60 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 by City pursuant to this Section 14(A), 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.

B. Default by City. Whenever any Event of Default in respect of City occurs and is continuing, Company may take such action against City to require it to specifically perform its obligations hereunder. Before exercising such remedy, Company shall give 60 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 60 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. In the event that specific performance is not available for any reason whatsoever, Company may exercise any and all remedies available at law, equity, contract or otherwise for City's default hereunder.

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.

17. **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 each party 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 each party to enter this Agreement. Each party acknowledges that without such promises, covenants, representations, and warranties, the other party would not have entered this Agreement.

18. **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.

19. **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.

20. **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 409 Massachusetts Avenue, Suite 300, Indianapolis, IN, 46204, Attention: Ryan Clark.

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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

26. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which, including signed counterparts delivered by facsimile or other electronic means, shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

27. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, if any, 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.

28. **Time of Essence.** Time is of the essence of this Agreement.

[signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Real Estate Purchase 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

UNION DEVELOPMENT HOLDINGS, LLC

By: Kyle D Bach
Kyle Bach, CEO

EXHIBIT “A”

Property Description

[insert]

EXHIBIT “B”

Preliminary Plat of North Crossing Addition

See attached.

Property Description

Annex Group Subject Property (Lot 1 of the Proposed North Crossing 3rd Addition)

A part of Auditor's Parcel G, as recorded in Document #2008-10309, on file in the Black Hawk County Recorder's Office in Waterloo, Iowa, in the Northeast Quarter of the Southwest Quarter of Section 12, T89N, R13W of the Fifth P.M., Black Hawk County, City of Waterloo, being more particularly described as follows:

Commencing at the Southwest Corner of said Quarter-Quarter Section;

Thence North 0°56'11" West, 659.05 feet along the West Line of said Quarter-Quarter Section;

Thence North 89°38'37" East, 33.00 feet to the Point of Beginning, said point also being the Northwest Corner of said Auditor's Parcel G located on the East Right-of-Way Line of East 4th Street;

Thence continuing North 89°38'37" East, 885.55 feet along the North Line of said Auditor's Parcel G;

Thence South 0°54'13" East, 292.68 feet;

Thence South 55°04'12" West, 236.62 feet;

Thence South 0°53'47" East, 103.98 feet;

Thence South 79°44'50" West, 378.06 feet;

Thence South 89°38'50" West, 316.03 feet to the East Right-of-Way Line of East 4th Street;

Thence North 0°56'11" West, 595.90 feet along said East Right-of-Way Line to the Point of Beginning.

Containing 10.78 Acres, Subject to any easements recorded or unrecorded and further subject to easements required as part of the pending subdivision infrastructure

CITY OF WATERLOO

Council Communication

An ordinance establishing grades for the City of Waterloo FY 2022 Sidewalk Repair Assessment Program – Zone 1, Contract No. 1055.

City Council Meeting: 8/1/2022
Prepared: 7/20/2022

SUBJECT:	Motion to receive, file, consider, and pass for the first time an ordinance establishing grades for the City of Waterloo FY 2022 Sidewalk Repair Assessment Program – Zone 1, Contract No. 1055. Motion to suspend the rules. Motion to receive, file, consider, and pass for the second and third times and adopt said ordinance.
Submitted by:	Submitted By: Wayne Castle, PLS, PE, Associate Engineer
Recommended Action:	It is recommended these grades be adopted to comply with the State Code of Iowa so that the sidewalk assessment program can continue in a timely manner.
Summary Statement:	This is being submitted for Council approval as advised by the bonding attorneys. As per Section 384.39 of the State Code of Iowa, official grades shall be adopted for assessment purposes.

CITY OF WATERLOO

Council Communication

Communication from the Police Department on the notice of the conclusion of employment for Kristin Schuster, Police Sergeant, effective 07/12/2022 with recommendation of approval of payout of $13,366.68 for unused benefits.

City Council Meeting: 8/1/2022
Prepared: 7/14/2022

ATTACHMENTS:

	Description	Type
	Schuster Payout	Backup Material

SUBJECT:	Communication from the Police Department on the notice of the conclusion of employment for Kristin Schuster, Police Sergeant, effective 07/12/2022 with recommendation of approval of payout of $13,366.68 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO, IOWA

CITY HALL · 715 MULBERRY STREET 50703

Today's Date: 7/12/2022
Effective Date: 7/12/2022
Employment Date: 7/9/2001

To: *City Council Members*
Re: *Notice of Severance*

Department *POLICE*
Job Title/Classification *Police Officer/ Sergeant*

This is to report that the employment of *Kristin Schuster*
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	140.00	$45.36		$ 6,350.40
Vacation-Accrued	104.00	$45.36	-56	$ 4,717.44
Usable Sick Leave	0.00	$45.36	(x) 25%	$ -
Personal Hours	0.00	$45.36		$ -
Unscheduled Leave	0.00	$45.36		$ -
Unscheduled Overage	(56.00)	$45.36	2540.16	
Other Pay	50.68	$45.36		$ 2,298.84
			Total Payment	$ 13,366.68

ok ✓

Comments: Accrued vacation (160) minus Unsched leave overage (56) = 104

Approved by Capt. [signature] Date 7/12/22

Human Resources Nicole Proctor Date 7/12/22

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: 08/01/22 ☐ AS/400 Status/Accruals ☐ I-9

CITY OF WATERLOO

Council Communication

Design Review Board minutes of May 26,2022.

City Council Meeting: 8/1/2022
Prepared: 7/19/2022

ATTACHMENTS:

Description	Type
minutes	Backup Material

SUBJECT: Design Review Board minutes of May 26,2022.

Submitted by: Submitted By: Noel Anderson

MINUTES
HIGHWAY 218 DESIGN REVIEW BOARD
REGULAR MEETING – 3:00 P.M. May 26, 2022
Zoom Meeting – City Hall

Ottesen called the regular meeting of the Highway 218 Design Review Board to order at 3:00 p.m. for the Zoom Meeting at City Hall.

I. Roll Call

The following members were present: Kuiper, Weber, Hansen, Rucker, Jordan-Berg and Ottesen. Others in attendance was Robin Rae and Mr. Rae.

II. Approval of the May 26, 2022 agenda.

It was moved by Hansen and seconded by Weber to approve the agenda. Motion carried unanimously.

III. Approval of the minutes from their Regular Meeting on April 28, 2022.

It was moved by Kuiper and seconded by Weber to approve the minutes from the Regular Meeting on April 28, 2022. Motion carried unanimously.

IV. Decision Items

1. Ken Morris Construction on behalf of CRV Inc. – Robin Rae – Siding Remodel at 617 Birmingham Avenue and Construction of a New 40' X 70' Storage Building East of 2116 Hawthorne Avenue.

Hyberger gave the staff report noting that staff is recommending approval to have vinyl siding on the property at 617 Birmingham Avenue and on the new proposed 40' X 70' storage building at East of 2116 Hawthorne Avenue.

Weber asked the applicant if they plan on keeping the existing landscaping for their property at East of 2116 Hawthorne Avenue. The applicant Robin Ray indicated they were willing to keep the existing landscaping and were open to putting up additional landscaping on the property to make it look nice. Kuiper recommended placing street trees on both properties. Weber asked the applicant if their neighbors had any issues with them putting up a storage building next to them. Mr. Rae noted that their neighbors collect scrap metal and there should be no issues with placing the storage building there and indicated the proposed building will be 18' in height.

Kuiper noted the area's mix of commercial and residential buildings is unique. Mr. Rae indicated that his neighbor across the street of 2116 Hawthorne Avenue should not have a problem with the proposed new building because he owns commercial buildings in the immediate vicinity. Kuiper asked the applicant if they were open to removing the railroad ties and placing trees in their place. Mr. Rae indicated he was open to removing the railroad ties and replacing them with street trees. Mr. Rae stated that he would like to have steel siding for the proposed commercial structure at east of 2116 Hawthorne Avenue. Hansen indicated that he is support of having steel siding for the proposed structure E of 2116 Hawthorne Avenue and also having steel siding for the structure at 617 Birmingham Avenue as well. This is so both building have matching siding. Kuiper indicated that he supports having metal siding for both buildings and have a condition placed on the property that requires the applicant to plant two street trees (oak or maple) for the proposed commercial

building at the east of 2116 Hawthorne Avenue location and to place 6 crabapple trees at the 617 Birmingham Avenue location as well.

It was moved by Kuiper and seconded by Hanson to approve the request to allow for a metal siding remodel at 617 Birmingham Avenue and the construction of a New 40' X 70' storage building with metal siding at east of 2116 Hawthorne Road. In addition with the condition that two street trees (oak, maple, etc.) will be planted at the east of 2116 Hawthorn Avenue location and have six crabapple planted at the 617 Birmingham Avenue location as well. Motion carried unanimously.

V. Discussion Items

There were no discussion items.

VI. Adjournment

With no further business to discuss, it was moved by Hansen and seconded by Kuiper to adjourn the meeting. Motion carried unanimously and the meeting adjourned at 3:25 p.m.

Respectfully submitted,



Seth Hyberger,
Planner I

CITY OF WATERLOO

Council Communication

Board of Adjustment minutes of May 24, 2022.

City Council Meeting: 8/1/2022
Prepared: 7/19/2022

ATTACHMENTS:

	Description	Type
	minutes	Backup Material

SUBJECT: Board of Adjustment minutes of May 24, 2022.

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA
BOARD OF ADJUSTMENT MINUTES
REGULAR MEETING - 4:00 P.M. MAY 24, 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: None.

Members absent were: Craig Holdiman.

Others present were: Dave Boesen – City Councilperson at Large, Lexi Blank, Aric Schroeder, Seth Hyberger, & John Dornoff – Planning Department, and six citizens.

Others present electronically were: 1 citizen.

I. Approval of the Agenda

It was moved by Beckman and seconded by Thornsberry to approve the agenda. Motion carried unanimously.

II. Approval of the Minutes from the regular meetings on April 26, 2022.

It was moved by Thornsberry, seconded by Beckman, to approve the minutes of the April 26, 2022 meeting. Motion carried unanimously.

III. Decision Items

1. Request by Gary Miller for a variance to the accessory structure limit to allow for the construction of a new 26' X 40' 1,040 square foot garage, a 12' X 12' 144 square foot gazebo, in addition to an existing 832 square foot garage and a 10' x 10' 100 square foot shed for a total of 2,116 square feet of accessory structures, 316 square feet more than the 1,800 square feet maximum and to allow for the existing 100 square foot shed to be located in the front yard, in the "R-2" One and Two-Family Residence District located at 206 Bishop Avenue.

Blank read the staff report recommending approval for a variance to the accessory structure limit to allow for the construction of a new 26' X 40' 1,040 square foot garage, a 12' X 12' 144 square foot gazebo, in addition to an existing 832 square foot garage and a 10' x 10' 100 square foot shed for a total of 2,116 square feet of accessory structures, 316 square feet more than the 1,800 square feet maximum but recommending denial of the request to allow for the existing100 square foot shed to be located in the front yard. Blank noted she had one call in opposition due to junk vehicles in the backyard.

Condon asked how much they would be over the 1800 square feet if they removed the shed and if it was considered the front yard because the house faces Bishop, to which Dornoff noted per the staff recommendation they don't need to take it down but move it to the backyard, but yes it is considered the front yard since the house is addressed off of Bishop and Condon replied that if they took it down, they would be 216 square feet over.

Thornsberry referred to the site plan hand drawing and asked if the shed was not drawn on the site plan to which Dornoff responded no, and he was not aware of it until he took pictures at the site.

Gary Miller, 206 Bishop Avenue, stated that when he drew the picture, he did not know he had to include the shed and when he purchased the shed, he did not own the piece of land behind the house. He stated the information he got from Code Enforcement is that the front yard faces Wyandotte because that is the narrow dimension of the lot. The shed is in what is considered the back yard but he was willing to move it and he noted that they are no longer planning to build the gazebo. Miller stated that the garage would have vinyl siding that will match the house and existing garage but will have a steel roof since he has metal that he used to build a carport that he didn't know he needed a permit for and did not know he could not have a steel carport.

Condon asked when he purchased the shed, to which Miller responded 2020. Miller also noted he bought the shed in March and bought the land behind his house on contract in October 2020 but has now paid it off, and it is entirely in his name.

Beckman asked staff if Miller was correct about the front yard/rear yard, to which Schroeder responded that although there is a provision for narrow dimension being the required front yard, there is also a provision that is based on what way the house faces and is addressed, so that was technically not correct, so the shed is considered in the front yard. The shed would not have been allowed forward of the front point of the house, but the applicant has stated he is willing to move it to the rear yard, thus removing that portion from the variance. If he is not building the gazebo, that will change the initially presented numbers. Dornoff noted that the amount over 1,800 square feet is now 172 square feet for a total of 1,972 square feet.

Condon asked Miller if he had had issues with Code Enforcement, to which Miller responded that before the first garage was built, he had Code Enforcement on the property frequently due to cars, and he also acquired more cars. Miller also noted that he only has a 3-car garage but has five cars and was told he could only have four cars on the property outside, but with the existing garage, he is within code and that all the vehicles are licensed and operable.

Condon told Miller if he were to cut the building size to say 24' X 38', he would be closer to the 1800 square feet, to which Miller stated he wanted the 40' due to dimensional lumber as it is cheaper to go with 40' than it would be with 38'.

Beckman asked Miller if he intends to have more vehicles than he currently has by purchasing more, to which Miller responded that no, the new garage would have 12' sidewalls so that he can put lifts in there and have the cars on lifts because he has 3 Camaros that he can't drive in the winter so they will be on the lifts. He would not buy additional vehicles without selling some. Beckman further asked if Miller wanted to keep the shed and the timeframe to move it to the backyard if the variances are approved, to which Miller said he would like to keep the shed because he keeps lawn care stuff in there and could have it moved by the end of June.

Condon noted if the board were to vote it down, then he could still build a garage, but he would have to stay under the 1800 square feet total, which Dornoff confirmed.

Kathy Stone, 1202 Fulton Street, stated that her backyard faces the applicant's garage and shed and noted that since the applicant has lived on Bishop, he has started projects and not finished them; she stated that she believes the applicant is leasing the backyard area and someone else purchased it, and the fence that was put up to hide the junk cars is falling in places. She further stated she is opposed to him getting another garage because he fixes cars there and races cars down the street, and she is worried about kids in the neighborhood and more junk vehicles in the backyard.

Beckman asked Stone if the cars were operable and what she was calling junk cars, to which Stone responded that she could see them in the backyard and was not sure if they had a license. She stated she does not want him to have more cars because he fixes them, then tests them by running them up and down the street.

Condon asked Stone if the vehicles would no longer be in the backyard but would instead be inside a building would make a difference, to which Stone responded that she worries that he will put the cars in the garage but then acquire new vehicles and leave them to sit out.

Thornsberry stated she is unsure about the Restrictive Covenant in the conditions to which Dornoff responded that the Restrictive Covenant ties the two lots together, so the lot with the garage cannot be sold without a primary structure, so it is connected to the lot with the house.

It was moved by Thornsberry, seconded by Beckman, to approve the request of Gary Miller for a variance to the accessory structure limit to allow for the construction of a new 26' X 40' 1,040 square foot garage in addition to an existing 832 square foot garage and a 10' x 10' 100 square foot shed for a total of 1,972 square feet of accessory structures, 172 square feet more than the 1,800 square feet maximum with the conditions that the 10'X10' shed be moved to the back yard, the carport is taken down, and a Restrictive Covenant is signed and recorded tying the two lots together and no more than five cars on the property including inside the garages at one time, in the "R-2" One and Two-Family Residence District located at 206 Bishop Avenue. Motion carried unanimously.

2. Request by Lamar Advertising for a Special Permit to allow for a 672 square foot off-premise billboard in the "C-2" Commercial District located west of 129 East Tower Park Drive.

Dornoff read the staff report recommending approval of the request, and noted the fact that a billboard is legal on the site without a special permit if it's 300 square feet or less, that the lot is a detention pond and cannot have a building put on it, that there was one person in opposition at the Planning, Programming, and Zoning Commission meeting who is currently on zoom, and that staff received an email from the property owner at 125 East Tower Park Drive which was distributed to each member of the board, and that Councilmember John Chiles had talked to a person who was in opposition but believed it was the same person who was on Zoom.

Condon asked how big the Dairy Queen sign is located along East Tower Park Drive. Schroeder responded that it might be around 10' X 15' and generally, on-premise signs are usually limited to 48 feet tall and that he would guess the Dairy Queen sign to be around 35 feet tall. Condon asked if the 48 feet were to the bottom of the sign, to which Schroeder responded that it was to the top of the sign.

Tom Weber, Lamar Advertising, 1022 7th Street SE, Cedar Rapids, stated that the property is appropriately zoned for a 300 square foot billboard and quoted Chapter 26 of the zoning ordinance that provides that billboards may exceed 300 square feet by Special Permit due to uniqueness, including setbacks and visibility. He further noted that 672 square feet are a standard billboard size, although there are also billboards just under 250 square feet and 378 square feet, which are also standard sizes. He further explained that they do not take the billboard sizes lightly and put a lot of research into it. He noted the proposed side is 200 feet from westbound traffic on San Marnan Drive and 140 feet from eastbound traffic on San Marnan Drive, a larger billboard size is needed for visibility. The company can use the same template for the digital billboards for the 378 and 672 square feet signs so an advertisement can be moved from one billboard to another easier, just enlarged.

Condon asked if the other sign on Flammang and San Marnan Drives is a Lamar Advertising sign and if it was 672 square feet also, and how does Lamar address the aesthetics of the sign since people don't like the look of it and don't want it there to which Weber stated it is their sign, it is 672 square feet and is 110 feet from one direction of traffic and 160 feet from the other direction so the proposed sign is significantly farther from the road than that one. . He further stated that Lamar takes great pride in their signs by painting them every five years and has multiple digital sign technicians that ensure the signs continue to work correctly, and suggested that beauty is in the eye of the beholder and they feel their signs look good, and suggest if an off-premise sign is that much different aesthetically than an on premise sign, that would just be an opinion.

Condon further asked Weber why they picked this location, to which Weber responded that the site was chosen due to the traffic counts along San Marnan Drive, similar to the traffic counts along Flammang Drive and San Marnan Drive. He also noted that particular sign is constantly sold out, and they have customers asking for more advertising space in the area, and is a growing area.

Bob Krogh, 1559 Dakota Drive, Waterloo, and owner of the Veridian Credit Union Building located on the adjacent land to the west of the proposed sign, noted he was totally against the billboard because Veridian is moving to another site across Kimball and he is currently in the process of releasing the property and the last thing he wants is a billboard sign overwhelming the area, and he wants no billboards along the corridor. He noted if you look along the corridor from Casey's to the east, there are numerous business signs, and they are all side by side, and a billboard belongs on the Interstate, not in the back yard. He further stated that the land had been zoned "C-2" for over 40 years, and there are no billboards, and there is a reason for that is that, which is billboards don't fit the area, especially this huge one. He said it would be a detriment to him, and to others in the area. He went on to state that several property owners had been contacted along the corridor and got letters from a sign company out of Ohio wanting to put a billboard on their property, but he threw his letter away because he did not want a billboard on his property and then got a call from a representative from the company because he was in town. He did meet with the representative and was told that the company wanted to put up a billboard that was 300 square feet, so it would not require a Special Permit. He told them he would not be a person that puts a billboard on the San Marnan Corridor. He didn't think that zoning would allow it but knows now it does. He is sure that Buzz Anderson got the same letter as the car wash next door, which has already signed a contract with the Ohio-based company depending on what happens with this request the stated 676-square-foot billboard is out of place and will stick out like a sore thumb. He noted that there is no rendering of what the sign will look like but heard it is the same size as the other one on San Marnan by Carpetland, and be a neon sign to the west, and suggested it would be totally out of place.

Condon asked staff if they approved this sign, the sign from the other company would not be allowed to which Schroeder responded that the company from Omaha (not Ohio) had made contact with staff and indicated they had approvals from the property owner to place a 300 square foot sign on the abutting property west of the property in question and asked about the building permit process. They were informed of this request going through the process, only one would be allowed, and since the Lamar Advertising application was submitted first and if approved, it would preclude any other billboards from going in within 1000-feet, measured on both sides of the San Marnan Drive right-of-way. Condon further asked if the other sign was digital, to which Schroeder indicated they did not say the type of sign to be installed.

Krogh added that they told him it would not be digital to start with but would be within five years.

Beckman stated that he wanted to echo what Krogh had said and that in his opinion the corridor was not the proper place for billboards, especially one of this size, and it just doesn't fit.

Weber responded that while Beckman does not feel that it belongs there, when you look at the Ordinance and the Zoning, you could put a billboard of 672 square feet with a Special Permit, and the Ordinance is written to allow it, and didn't think just not wanting them there was a reason to deny it.

Schroeder asked Weber if he wanted the board to consider approval of a 378 square foot billboard if the Board were not inclined to approve the 672 square foot billboard to which Weber stated yes, noting it is still a little over 300 square feet, but would be an industry standard size.

Condon stated that the Board's responsibility is to look at the law and deal with appearance and if the neighboring property owners were not against the project, the applicant might have had a better chance. Condon was not sure 376 square feet would fair any better.

Condon asked if the board denied the billboard and the other billboard did not go through could the applicant come back with the 378 request right away, to which Schroeder responded that it might require some legal review and noted that another permit application had not been turned in yet. Schroeder further stated that one option for the applicant would be to turn in a revised application for a 300 square foot billboard, and the other option would be an appeal of the Board's action to the court system, which would probably stay any other permits.

Beckman asked if the Board has standing to deny the request to which Condon stated that he believes the Board does.

Condon asked if the motion to deny passes then he can come back next month to try to get a 376 square foot billboard approved and if staff is recommending he apply for a 300 square foot design to which Schroeder stated that he would need to review but if a member of the board does not bring the item back up next month for reconsideration then the waiting period will likely kick in, and noted he is not recommending anything, but indicated it would be an option for them to request a permit for a 300 square foot sign.

It was moved by Beckman, seconded by Thornsberry, to deny the request of Lamar Advertising for a Special Permit to allow for a 672 square foot off-premise billboard in the "C-2" Commercial District located west of 129 East Tower Park Drive because of the opposition from property owners in the corridor and due to the size of the billboard does not fit the area. Motion carried unanimously.

3. Request by Hospitality House of the Cedar Valley for a Special Permit to allow for a warming center (Shelter) in the "R-4, C-Z" Conditional Zoning District located at 1022 West 5th Street.

Hyberger read the staff report recommending approval of the request.

Robert Klein, 811 14th Avenue Gilbertville, stated that he thought that the warming center would be a fantastic asset to the City of Waterloo. He further noted that the City of Cedar Rapids has over a hundred beds available for the homeless while the City of Waterloo only has 18. He also stated that he has volunteered at the warming center working at night and had one lady come in on a bus with no coat or anything. Most in the community favor the warming center despite the one person in opposition at the Planning, Programing, and Zoning Commission meeting.

Condon asked if it would be closed down during certain parts of the year and are people required to leave by a particular time of the day, to which Klein responded that yes, at this time, it will only be open in the winter months, but that could change. The warming center has a check-out time of 7 am but is not limited

to the number of times they can come. Klein also noted that they are required to provide ID and must have ID to come in, and if there are any problems, the Police have been more than willing to take care of the situation. Condon also asked if this would be like a dormitory or cubicles, to which Klein responded that it is more like a dormitory with cots separated by 6 feet.

Thornsberry asked would there be shower facilities, to which Klein responded that with the renovation, there is a plan to put in one shower facility that will be handicapped accessible. All projects will be to city code.

Beckman asked if the Hospitality House was in the process of purchasing the building; in the rough sketch, there are 19 or 20 beds is it anticipated you would be able to put more in there, will this be a co-ed facility, and why will it not be open during the summer when it can be incredibly hot too which Klein responded yes with closing pending approval of the application, that the basement will be sprinkled so there can be beds in there when the need arises. There is a possibility to add additional beds between the two rows shown, but that is not the intention right now; the facility will be co-ed, but they will be separated. Some of the space designated as office space will be used to house female clients, and winter is considered a life-sustaining situation, and while it gets hot in the summer, typically not where it is life-threatening. However, this new facility could change the operations where it would be open at other times of the year.

Joni Hansen, 327 East 3rd Street Waterloo, stated that they are looking to get something to be life-sustaining during the wintertime. She also said that once they are in the building, they see it as becoming a resource center and not being closed the rest of the year. Later after the building is ready, they would not be opposed to having the building open for housing during the hot summer months. Other agencies and the Police Department did bring people to the warming center when it was available in the former Hawkeye Metro Center because they knew the people would be safe, especially since there were people that froze to death during the first year of operation.

Beckman noted that there is work to be done outside the building and stated that he trusts that work will be done, and Klein went over some of the work to be done.

Beckman asked staff what would be done with the pole and sign that is present on the lot, to which Schroeder stated that they could certainly use the sign or it would need to be removed, and Klein responded that they would like to repurpose the sign so that people will know where the warming center is.

Condon wanted noted for the record that there are not a lot of places for homeless people to gather in the area, to which Klein responded that there were two people at the Planning, Programming, and Zoning Commission meeting, including a commissioner that lives in the area that was in favor of the project and one, stated that they want Waterloo to be seen as a place that supports these people. Hansen understands the concern about them loitering in the neighborhood. They dealt with it at the Hawkeye building is if the people needed bus tickets, they would be given bus tickets and come to the Hospitality House. You would be surprised how many homeless people are in the neighborhood.

Klein stated that they also plan to fence the property to make it more pleasing to the neighborhood.

Thornsberry noted that she received information today from NOAA that the entire Midwest is supposed to be very warm this year and above the norm, so if they want to change this from a warming center to a summer cooling center would they need another special permit to which Schroeder responded that they

are calling it a warming center, but from the Zoning Ordinance point of view it is a shelter and would be allowed year around.

It was moved by Thornsberry, seconded by Beckman, to approve the request of Hospitality House of the Cedar Valley for a Special Permit to allow for a warming center (Shelter) in the "R-4, C-Z" Conditional Zoning District located at 1022 West 5th Street. Motion carried unanimously.

IV. Discussion

V. Adjournment

It was moved by Beckman, seconded by Thornsberry, to adjourn the meeting at 5:37 p.m. Motion carried unanimously.

Respectfully submitted,



John Dornoff,
Planner II

CITY OF WATERLOO

Council Communication

Planning, Programming & Zoning Commission minutes of June 14, 2022.

City Council Meeting: 8/1/2022
Prepared: 7/19/2022

ATTACHMENTS:

	Description	Type
	minutes	Backup Material

SUBJECT: Planning, Programming & Zoning Commission minutes of June 14, 2022.

Submitted by: Submitted By: Noel Anderson

MINUTES
CITY OF WATERLOO, IOWA
PLANNING, PROGRAMMING, AND ZONING COMMISSION
REGULAR MEETING - 4:00 P.M. JUNE 14, 2022

The regular meeting of the Waterloo Planning, Programming, and Zoning Commission was called to order by Chairperson Wilber at 4:00 p.m. via zoom and in-person in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: Virginia Wilber, Ali Parrish and Craig Holdiman (left at 5:33 pm).

Members present electronically were: Cody Leistikow, Patrisha Serfling, and Janelle Ewing.

Members absent were: Steve Trost, Brandon Schoborg, and Samm Blatt.

Others present were: Noel Anderson, Aric Schroeder, Seth Hyberger, Lexi Blank, Tim Andera, and John Dornoff – Planning Department; Dave Boesen – City Council Liaison; Jaime Knutson – City Engineer, and three citizens.

I. Approval of the Agenda

It was moved by Holdiman and seconded by Serfling to approve the revised agenda adding item B-2. Motion carried unanimously.

II. Approval of the Minutes from the regular meeting on May 10, 2022.

It was moved by Leistikow and seconded by Holdiman to approve the minutes of the May 10, 2022 meeting. Motion carried unanimously.

III. Financial Report April 2022.

Anderson reviewed the financial report.

It was moved by Holdiman and seconded by Parrish to receive and place the financial report on file. Motion carried unanimously.

IV. Oral Presentations

There were no oral presentations.

V. New Business

A. Hearings – Rezones/Site Plan Amendments

1. Request by A-Line EDS to rezone approximately 2.58 acres from "C-1" Commercial District to "C-1, C-Z" Conditional Zoning District to construct a 24,000 square foot warehouse and maintenance facility located south of 722 Dearborn Avenue.

It was moved by Holdiman and seconded by Serfling to receive and place on file the statement of verification at 4:05 p.m. Motion carried unanimously, and Wilber declared the hearing open.

Blank read the staff report recommending approval of the request with the condition that the final site plan will meet all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, drainage, etc.

Ben Dejong, 808 Dearborn Avenue, stated that the building is for road crews who are currently located on Rath Street but this will move them closer to the main offices. The crews are usually gone for two weeks or more therefore there will be little traffic to and from the building.

It was moved by Parrish, seconded by Serfling, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:10 p.m.

It was moved by Holdiman, seconded by Parrish, to recommend approval of the request by A-Line EDS to rezone approximately 2.58 acres from "C-1" Commercial District to "C-1, C-Z" Conditional Zoning District to construct a 24,000 square foot warehouse and maintenance facility located south of 722 Dearborn Avenue 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.

2. Request by Union Development Holdings for Site Plan Amendment to construct a 180-unit affordable housing development in the "R-4, R-P" Planned Multiple Residence District located northwest of 4039 Homer Street.

It was moved by Parrish and seconded by Leistikow to receive and place on file the statement of verification at 4:13 p.m. Motion carried unanimously, and Wilber declared the hearing open.

Hyberger 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.

Margaret Blum, Senior Development Director of Annex Development Group the parent company of Union Development Holdings stated it was not part of their business plan to convert the development to market-rate housing after 30 years.

Parrish asked Blum to elaborate about the company, do they have any other investments in the area, and the typical vacancy rate, what is the oldest project that the company has done, and if they hire local companies to which Blum answered that Annex is a privately owned company and its Union Development Holdings group specializes in affordable housing and currently has approximately 27 developments in 18 states and primary target the low-income tax bracket scenario at the 60% Monthly Income level. Blum further stated that they do have a development in Cedar Rapids that they plan for 7% although there is another low-income housing project in the city that has a waiting list, and that the CEO of the company has been doing these projects since 2017, and they will reach out to local stakeholders to find local services and contractors.

Holdiman asked if they have on-site managers to which Blum answered that they do.

Serfling asked if they have a timeline once it is approved to have it completed to which Blum stated that there will be a City Council hearing on July 5th and they will then apply for building permits, then they will need to wait to receive their tax credit letter which should come in July or August, and hope to get started by early 2023 if the site is ready by the master developer.

It was moved by Holdiman, seconded by Parrish, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:29 p.m.

It was moved by Serfling, seconded by Holdiman, to recommend approval of the request by Union Development Holdings for Site Plan Amendment to construct a 180-unit affordable housing development in the "R-4, R-P" Planned Multiple Residence District located northwest of 4039 Homer Street 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 passed 6-0-1 (Holdiman abstaining).

Holdiman left the meeting at 5:33 pm.

B. Special Permit

1. 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.

There were no comments or questions on this request.

It was moved by Parrish and seconded by Leistikow to recommend approval of the request by 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.

2. 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 in the "M-2, P" Planned Industrial District located at 360 Westfield Avenue.

Andera read the staff report recommending approval of the request.

Wilber asked if adding this project to the Techworks campus require a change to the number of handicap parking spaces to which Andera answered that Handicap spaces are under the building code and they are usually determined by the number of regular parking spaces but can also require more under special circumstances.

Leistikow asked if this item would go on to the Board of Adjustment to which Andera responded that yes it will go to the Board of Adjustment on June 28th.

There were no other comments or questions on this request.

It was moved by Parrish and seconded by Serfling to recommend approval of the 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 in the "M-2, P" Planned Industrial District located at 360 Westfield Avenue. Motion carried unanimously.

VI. Discussion

The next meeting of the Planning, Programming and Zoning Commission will be on July 12, 2022.

VII. Adjournment

It was moved by Leistikow, seconded by Serfling, to adjourn the meeting at 4:49 p.m. Motion carried unanimously.

Respectfully submitted,



John Dornoff,
Planner II

CITY OF WATERLOO

Council Communication

June 2022 Community Development Board meeting minutes.

City Council Meeting: 8/1/2022
Prepared: 7/20/2022

ATTACHMENTS:

	Description	Type
🗋	June Board meeting minutes	Backup Material

SUBJECT: June 2022 Community Development Board meeting minutes

Submitted by: Submitted By: Rudy D. Jones, Community Development Director

Recommended Action: approval

Community Development
Meeting Minutes

June 21, 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, June 21, 2022. Leistikow asked for an approval of the agenda for June 21, 2022.
It was moved and seconded to approve the agenda. Motion carried.

II. Attendance:

Present: Cody Leistikow, Angela Weekley, Cam Campbell, and Zach Hansen

Members Absent: Jenna Northey, Felicia Carter, and Tina Hummel

Also Present: Rudy D. Jones, Community Development Director; Rob Nichols, Councilperson; Nia Wilder, Councilperson

III. Approval of minutes from last meeting

Leistikow asked for an approval of the minutes of the May meeting that was held on May 17, 2022. It was moved seconded to approve the minutes of the meeting on May 17, 2022. Motion carried.

IV. Old Business:

a) **Staff Updates**: Anita and Angie are in St Paul at training at the National Community Development Association Annual Conference. The Intake Specialist and Neighborhood Services Coordinator job postings will be out by the end of the week. Jones is preparing to conduct employee evaluations in the coming month and initiate the Code of Conduct program so everyone knows their expectations.

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. It's expected that the official on-site contractor employee interviews begin since more workers are on site. Staff is still collecting Section 3 paperwork and Community Development has received documents to process their first drawdown for CARES II funding

Round 3-This program is progressing well

c) **Ricker Street Development-** Community Development has purchased the first unit for the Ricker Street project. Staff will be submitting requests for bids after a work write up is finalized. We are waiting to hear back other potential property owners of their interest in selling their vacant units.

V. New Business:

a) **Endorse Contracts May 2022**: Leistikow asked for a motion to approve the contracts signed in May of 2022. A motion was made to approve the May contracts as shown and a second on that motion was made. Motion carried

b) **Lead Grant Quarterly Update –** Matt Chesmore provided an update on the current progress of meeting our benchmarks. Due to missing reporting the previous quarter and the weather being uncooperative, we weren't able to keep pace with our benchmarks. We are also looking at a trial run with our Code of Conduct that will set a clear expectation of all primary program participants, being Property Owners/Landlords/Tenants, Contractors/Subs and CD staff.

c) **Subordination 627 Summit Avenue**-This item was discussed and due to an incomplete application it was tabled. The request was to subordinate to allow for some work to be performed in the kitchen.

d) **Monitoring** – Our HUD Community Planning Department staff in Omaha was preparing to conduct a virtual monitoring visit to review our HOME Program, more specifically the Down Payment Assistance Program. Upon receiving the formal results we will share with the board.

e) **Annual Action Plan –** The Annual Action Plan was approved by the City Council and by the Community Development Board and will be forwarded on to HUD for their consideration and approval

f) **Neighborly Software –** We are 1-2 meetings from launching our new computer software that will give us greater state of the art capabilities and reporting.

g) **Applicant Verification Policy** – Due to a couple of questionable requests for assistance and questionable applications the Board was asked to review the current policy and provided comments to this policy that will be brought back for their final review and revisions.

VI. Discussion Items:

a) **Future of Lead Hazard Control Grant-** This will be an ongoing conversation as to whether our department can sustain a lead grant in the future.

b) **Employee Evaluations/Code of Conduct document-**

c) **Affordable Housing Finance Magazine Article**

d) **June is Healthy Homes Month**

VII. Adjournment

Leistikow asked for a motion to adjourn the meeting. A motion was made to adjourn and seconded. Motion carried. Meeting Adjourned. Minutes submitted and approved by board.