

**THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA,
REGULAR SESSION TO BE HELD AT
Harold E. Getty Council Chambers
Tuesday, July 5, 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

Dave Boesen, At-Large Council Member

Agenda, as proposed or amended.

Minutes of June 20, 2022, Regular Session, as proposed.

Proclamation declaring July 9, 2022 as Latino Heritage Day.

Proclamation declaring July 11, 2022 as 1-133D Infantry Regiment - Ironman Battalion Day.

Swearing in of new Police Officer recruits.

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 Purvis Williams, in conjunction with the Summer Soul Classic Parade, to be held on July 9, 2022 from 8:00 a.m. to Noon, at Gates Park parking lot and Lester Street.
Submitted By: Captain J. Feaker
3. Resolution approving Variance to Noise Ordinance request from Mary Williams on behalf of Coloff Media, in conjunction with the Corn Country Fest to be held on July 9, 2022 from 3:45 p.m. to 11:15 p.m., at the National Cattle Congress Grounds, 250 Ansborough Avenue.
Submitted By: Captain J. Feaker
4. Resolution approving Variance to Noise Ordinance request from Felicia Smith Nalls, in conjunction with the North End Arts and Music Festival, to be held on July 9, 2022 from 10:00 a.m. to 6:00 p.m., at Ferguson Fields Park, including the use of a PA system, DJ and live bands.
Submitted By: Captain J. Feaker
5. Resolution approving cancellation of special assessments for properties listed on Exhibit A, and authorizing the City Clerk to notify Black Hawk County Treasurer of said cancellation.
Submitted By: Kelley Felchle, City Clerk
6. Resolution approving the request of Steven Newell, for tax exemptions on the construction of a new single family home valued at \$578,873.00, for property located at 1435 Partridge Lane, and located in the City Limits Urban Revitalization Area (CLURA).
Submitted By: Noel Anderson, Community Planning and Development Director
7. Resolution approving the request of Zach Buth, for tax exemptions on the construction of a new single family home valued at \$387,253.00, for property located at 1530 Partridge Lane, and located in the City Limits Urban Revitalization Area (CLURA).
Submitted By: Noel Anderson, Community Planning and Development Director
8. Resolution approving the request by 3 Stooges, LLC, for tax exemptions on a new warehouse building valued at \$1,100,000.00, for property located at 1325 David Street, and located in the Consolidated Urban Revitalization Area (CURA).
Submitted By: Noel Anderson, Community Planning and Development Director
9. Resolution approving a McElroy Trust Grant Agreement, for a grant award 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
10. Resolution approving submission of the Iowa Grade Crossing Surface Repair Fund application, along with Iowa Northern Railway Co., to the Iowa Department of Transportation, in conjunction with the Jefferson Street Railroad Crossing Surface Repair Project, with the City's share being the cost of traffic control and twenty-percent of the construction cost, and authorizing the Mayor to execute said document.
Submitted By: Wayne Castle, PLS, PE, Associate Engineer
11. Resolution approving submission of the Iowa Grade Crossing Surface Repair Fund application, along with Iowa Northern Railway Co., to the Iowa Department of Transportation, in conjunction with the Mulberry Street Railroad Crossing Surface Repair Project, with the City's share being the cost of traffic control and twenty-percent of the construction cost, and authorizing the Mayor to execute said document.
Submitted By: Wayne Castle, PLS, PE, Associate Engineer

12. Resolution approving submission of the Iowa Grade Crossing Surface Repair Fund application, along with Iowa Northern Railway Co., to the Iowa Department of Transportation, in conjunction with the 11th Street Railroad Crossing Surface Repair Project, with the City's share being the cost of traffic control and twenty-percent of the construction cost, and authorizing the Mayor to execute said document.

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

13. Resolution approving the renewal of workers compensation insurance with Safety National Casualty Corporation and transferring Third Party Administrator services to EMC Risk Services, LLC, for a total premium of \$234,600, together with the recommendation of approval of the Insurance Committee.

Submitted By: Kelley Felchle, City Clerk

14. Resolution setting date of public hearing as July 18, 2022, to approve the 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, and instruct the City Clerk to publish notice.

Submitted By: Noel Anderson, Community Planning and Development Director

15. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as July 21, 2022 and date of public hearing as August 1, 2022, in conjunction with the FY 2023 Sergeant Road Trail Bridges No. 2 and No. 3 Replacement, Contract No. 1070, and instruct the City Clerk to publish notice.

Submitted By: Oumie Ceesay, Associate Engineer

16. Resolution approving specifications and bid document, setting date of bid opening as July 14, 2022 and the date of public hearing as July 18, 2022 in conjunction with the FY 2023 Asphalt Emulsions for the City's Seal Coating Program, and instruct the City Clerk to publish notice.

Submitted By: Randy Bennett, Public Works Division Manager

17. Resolution authorizing an exception to the City of Waterloo's Purchasing Procedure to approve the roof replacement on the administrative section of the Public Works Facility, in the amount of \$114,905.70, from Cedar River Construction LLC of Waverly, Iowa.

Submitted By: Randy Bennett, Public Works Division Manager

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

a. **Brian Wirtz, Combination Inspector**

Class/Meeting: International Code Council 2021 B-1 Residential Building Inspector Exam

Destination: Waterloo, IA (online)

Dates: TBD

Amount not to exceed: \$241.00

b. **Noel Anderson, Community Planning and Development Director**

Class/Meeting: 2022 Brownfield Conference

Destination: Oklahoma City, OK

Dates: 8/16-19/2022

Amount not to exceed: \$1,985.00

c. **Police Officers B. Tyler, R. Kajtezovic and E. Reeves**

Class/Meeting: Iowa Law Enforcement Academy ILEA

Destination: Waterloo, IA.

Dates: 8/15/22 - 10/21/2022

Amount not to exceed: \$16,500.00

d. **Police Officer S. Odobasic**

Class/Meeting: Iowa Law Enforcement Academy ILEA

Destination: Johnston, IA

Dates: 8/29/2022 - 12/16/2022

Amount not to exceed: \$10,250.00

e. **Police Lab Investigator Hageman and Watson**

Class/Meeting: International Association for Identification Conference for Forensic and Crime Scene Professionals

Destination: Omaha, NE

Dates: 7/31/22 - 8/5/22

Amount not to exceed: \$4,001.00

f. **Police Sgt Monroe and Ofcr Roberts**

Class/Meeting: Brinc Drone Training

Destination: Las Vegas, NV

Dates: 7/19/22 - 7/21/22

Amount not to exceed: \$2,956.00

2. **LIQUOR LICENSES**

a. **The American Legion, 728 Commercial Street**

Class: C Liquor w/Outdoor Service

Renewal Application Includes Sunday

Expiration Date: 6/14/2023

b. **Kwik Star #715, 1636 W. 4th Street**

Class: C Beer

Renewal Application Includes Sunday

Expiration Date: 7/29/2023

c. **Target, 1501 E. San Marnan Drive**

Class: B Wine / C Beer / E Liquor

Renewal Application Includes Sunday

Expiration Date: 6/27/2023

d. **Una Bar & Restaurant, 910 W. 5th Street**

Class: C Liquor

Renewal Application Includes Sunday

Expiration Date: 6/30/2023

e. **Walgreen's #7455, 111 W. Ridgeway Avenue**

Class: B Wine / C Beer / E Liquor

Renewal Application Includes Sunday

Expiration Date: 6/16/2023

3. Motion approving Change Order No. 2 with Vieth Construction Corporation of Cedar Falls, Iowa, for no increase to the project total, in conjunction with the Five Sullivan

Brothers Plaza Renovation Project, and authorizing the Mayor to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

4. Bonds.

PUBLIC HEARINGS

2. **Request by Union Development Holdings, LLC, for a 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.**

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 construct a 180-unit affordable housing development in the “R-4,R-P” Planned Multiple Residence District located northwest of 4039 Homer 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

3. **FY 2023 Asphalt Emulsions for City of Waterloo's Seal Coating Program.**

Public Hearing cancelled as no bid were received in conjunction with the FY 2023 Asphalt Emulsions for the City of Waterloo's Seal Coating Program.

Submitted By: Randy Bennett, Public Works Division Manager

4. **Business Property Lease with Crystal Distribution Services, Inc., for the use of property located at 1442, 1508 and 1620 Sycamore Street, in the amount of \$1.00 per year for five (5) years.**

Motion to receive and file proof 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 a Business Property Lease with Crystal Distribution, in the amount of \$1.00 per year for five (5) years, for the use of property located at 1442, 1508 and 1620 Sycamore Street, with a term ending June 30, 2027, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

RESOLUTIONS

5. Resolution approving ten (10) FY2023 Quarter 1 and Quarter 2 Hotel-Motel Event Grant requests, in a total amount of \$79,000.00, as recommended by the Convention and Visitors Bureau Board.

Submitted By: Tavis Hall, Executive Director of Experience Waterloo

6. Resolution approving six (6) FY2023 Hotel-Motel Partner Grant Requests, in a total amount of \$82,000.00, as recommended by the Convention and Visitors Bureau Board.

Submitted By: Tavis Hall, Executive Director of Experience Waterloo

7. Resolution approving the Economic Development Assistance Contract with Hydrite Chemical Co., and the Iowa Economic Development Authority, for an award of total incentives of

\$1,521,000.00, and authorizing the Mayor to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

8. Resolution approving the Real Estate Purchase Agreement with Black Hawk Machinery Sales, Inc., for the acquisition of the former Alstadt Langlas building and properties, generally located at 54 Lane Street, in the amount of \$65,000.00 plus up to \$5,000.00 in closing costs, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

9. Resolution approving Condemnation Settlement with the Roger T. Kalsem Revocable Trust, in the amount of \$38,381.00 with up to \$4,000.00 in closing costs, in conjunction with the FY 2023 Hammond Avenue Bridge Replacement Over Sink Creek, Contract No. 922.

Submitted By: Jamie Knutson, PE, City Engineer

OTHER COUNCIL BUSINESS

10. **Resolution approving a signed proposal from D & G Metal Works, Inc., in the amount of \$35,800.00, in conjunction with the FY 2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054.**

Submitted By: Oumie Ceesay, Associate Engineer

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

MEETINGS

4:45 p.m. Work Session

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

PUBLIC INFORMATION

1. Waterloo Leisure Services Commission Board minutes of May 10, 2022.
2. Planning, Programming and Zoning minutes of May 10, 2022.
3. Airport Board Meeting minutes of May 25, 2022.
4. Communication from the City of Waterloo Police Department on the notice of the conclusion of employment for Kyle Janikowski, Police Officer, effective June 15, 2022, with recommendation of approval of payout of \$1,483.38 for unused benefits.

CITY OF WATERLOO

Council Communication

Minutes of June 20, 2022, Regular Session, as proposed.

City Council Meeting: 7/5/2022

Prepared:

ATTACHMENTS:

Description	Type
☐ Minutes of June 20, 2022 Regular Session	Backup Material

Submitted by:

Submitted By:

June 20, 2022

The Council of the City of Waterloo, Iowa, met in Regular Session at Harold E. Getty Council Chambers, Waterloo, Iowa, at 5:30 p.m., on Monday, June 20, 2022. Mayor Quentin Hart in the Chair. Roll Call: Boesen, Nichols, Amos, Grieder, Wilder and Feuss, joined the meeting. Absent: Mr. Chiles

Prayer or Moment of Silence.

Pledge of Allegiance: Kelley Felchle, City Clerk

107438 - Feuss/Wilder

that the Agenda, as amended, by removing item 1.B.6. to be considered after the consent agenda, and to add in hearing verbiage for Public Hearing Item 2, FY2023 CIP Pipelining Phase IVA3, Contract, No. 1063, for the Regular Session on Monday, June 20, 2022, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Six. Motion carried.

107439 - Feuss/Wilder

that the Minutes, as proposed, for the Regular Session on Monday, June 6, 2020, and Special Session on Thursday, June 9 2022, be accepted and approved. Voice vote-Ayes: Six. Motion carried.

PUBLIC COMMENTS

Heidi Futchman, Youth Art Team. Two youths from the Art Team shared the accomplishments over the last few of years and noted that there will be a party to celebrate the 80 artists whose combined efforts brought forth artwork that spans the Cedar River. The event will be held on Tuesday, June 21, 2022 from 5:00 p.m. – 7:00 p.m. and invites the council and public to attend.

Margaret Whiting, 1974 Caras Road, explained that she is here speaking to the council because she is very concerned about climate change. She shared that the city should install rooftop solar on all city buildings, they should phase in electric busses and service vehicles. She added that it would create jobs and it is the least expensive form of energy available now.

Wayne Nathem, 548 Cloverdale, explained that there is a house at the northwest corner of Broadway and Vinton Avenue that is in desperate need of repair and needs to be torn down. He asked that someone come take a look at the home because it is an eyesore.

EJ Gallagher, 801 Sheridan Road, explained that he echoed Margaret Whiting's sentiments and asked that a green initiative resolution be adopted.

Mr. Grieder shared that in June it is Pride Month and that often children are used as political props to score points to win an election. That is disheartening because one of the fundamental freedoms of being an American is our freedom of expression. To our LGBTQIA+ brothers, sisters and siblings, I see you, we see you, we care about you, you belong and you are a part of us.

Mr. Boesen requested an update on how the 10 hour day schedule is working.

Chief Fitzgerald shared that it is helping but the lack of staffing is causing some overtime.

Mr. Boesen questioned if the 10 hour work schedule is presenting an issue with officers working events such as My Waterloo Days.

Chief Fitzgerald commented, not to his knowledge, not any more than in previous years.

Mr. Boesen questioned if the early swing shift officers have more forced overtime than other shifts.

Chief Fitzgerald he would need to check and get back with that information. He stated that part of the reasoning behind someone getting forced overtime during a mid-day shift would be the time of day and the number of incidents that occur during that time, but not due to minimum staffing.

107440 - Feuss/Amos

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

CONSENT AGENDA

107441 - Feuss/

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 June 13, 2022, in the amount of \$1,703,648.59 and June 20, 2022, in the amount \$5,327,252.72, 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. 2022-345.

2. Resolution approving the request of Amy Reuter, for tax exemptions on the construction of a new single family home valued at \$388,550.00, for property located at 118 Goldcrest Court, and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2022-346.

3. Resolution approving the submission of Enhance Iowa Community Attraction and Tourism grant application in the amount of \$1 million, in conjunction with the Transforming Gates and Byrnes Parks Project.

Resolution adopted and upon approval by Mayor assigned No. 2022-347.

4. Resolution accepting an Iowa Department of Transportation Commercial Airport Infrastructure Fund grant in the amount of \$2,197,573.00, for design and construction services associated with the Airline Terminal Parking Canopy Structure, Project No. 9-I-220-ALO-400 and Contract No. CNTRT-00004232, and authorizing the Mayor and City Clerk to execute said document.

Resolution adopted and upon approval by Mayor assigned No. 2022-348.

5. Resolution approving SFY 2023 Edward Byrne Memorial Justice Assistance Grant (20-JAG-446289), in the amount of \$179,000.00, in conjunction with enforcement efforts of the Tri-County Drug Task Force, to include the City of Waterloo, City of Cedar Falls, Black Hawk County Sheriff's Office and the Black Hawk County Attorney's Office, and authorizing the Mayor to execute said documents.

Resolution adopted and upon approval by Mayor assigned No. 2022-349.

6. Motion approving Final Quantity Summary for Lodge Construction, Inc., for a net decrease of \$12,291.30, in conjunction with the FY 2019 W. Jefferson and W. Commercial St. Improvements, Contract No. 976, and authorizing the Mayor and City Clerk to execute said document.

7. Resolution approving Completion of Project and Recommendation of Acceptance of Work, for work performed by Lodge Construction, Inc., of Clarksville, Iowa, in the amount of \$577,564.90, in conjunction with the FY 2019 W. Jefferson and W. Commercial Streetscape Improvements, Contract No. 976, and receive and file a two-year maintenance bond.

Resolution adopted and upon approval by Mayor assigned No. 2022-350.

8. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as July 7, 2022 and date of public hearing as July 18, 2022, in conjunction with the FY 2023 Martin Luther King Jr. Drive/Northeast Industrial Park Wetland Mitigation Project, Contract No. 1005, and instruct City Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No. 2022-351.

9. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as July 14, 2022 and date of public hearing as July 18, 2022, in conjunction with the FY 2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054, and instruct the City Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No. 2022-352.

10. Resolution approving preliminary plans, specifications and form of contract, etc., setting the date of bid opening as July 14, 2022, and date of public hearing as July 18, 2022, 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 instruct the City Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No. 2022-353.

11. Resolution approving specifications and bid documents, setting date of bid opening as June 30, 2022 and date of public hearing as July 5, 2022, in conjunction with Asphalt Emulsions for the City's Seal Coating Program, and instruct the City Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No. 2022-354.

12. Resolution setting a date of public hearing as July 5, 2022, to approve a Business Property Lease with Crystal Distribution Services, Inc., for the use of property located at 1442, 1508 and 1620 Sycamore Street, in the amount of \$1.00 per year for five (5) years, and instruct the City Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No. 2022-355.

13. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as July 14, 2022 and date of public hearing as July 18, 2022, in conjunction with the FY 2023 CIP Pipelining Phase IVA3, Contract No 1063, and instruct City Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No. 2022-356.

14. Resolution setting date of public hearing as July 5, 2022, to approve the request by Union Development Holdings LLC for a 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, and instruct the City Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No. 2022-357.

15. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as July 7, 2022 and date of public hearing as July 18, 2022, 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 instruct the City Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No. 2022-358.

16. Resolution approving the use of Downtown Urban Renewal Area Tax Increment Financing funds in an amount not to exceed \$107,000 for the year ending June 30, 2022 to finance administrative expenses and the contract with Main Street Waterloo.

Resolution adopted and upon approval by Mayor assigned No. 2022-359.

17. Resolution approving the use of East Waterloo Unified (Logan Area) Urban Renewal Area Tax Increment Financing funds in an amount not to exceed \$27,000 for the year ending June 30, 2022 to finance administrative expenses.

Resolution adopted and upon approval by Mayor assigned No. 2022-360.

18. Resolution approving the use of East Waterloo Unified (Midport) Urban Renewal Area Tax Increment Financing funds in an amount not to exceed \$60,000 for the year ending June 30, 2022 to finance administrative expenses and the contract with Grow Cedar Valley.

Resolution adopted and upon approval by Mayor assigned No. 2022-361.

19. Resolution approving the use of Martin Road Urban Renewal Area Tax Increment Financing funds in an amount not to exceed \$15,000 for the year ending June 30, 2022 to finance administrative expenses, including the Grow Cedar Valley contract.

Resolution adopted and upon approval by Mayor assigned No. 2022-362.

20. Resolution approving the use of Northeast Industrial Site Urban Renewal Area Tax Increment Financing funds in an amount not to exceed \$20,000 for the year ending June 30, 2022 to finance administrative expenses and the contract with Grow Cedar Valley.

Resolution adopted and upon approval by Mayor assigned No. 2022-363.

21. Resolution approving the use of Rath Urban Renewal Area Tax Increment Financing funds in an amount not to exceed \$20,000 for the year ending June 30, 2022 to finance administrative expenses.

Resolution adopted and upon approval by Mayor assigned No. 2022-364.

22. Resolution approving the use of San Marnan Urban Renewal Area Tax Increment Financing funds in an amount not to exceed \$45,000 for the year ending June 30, 2022 to finance administrative expenses and the contract with Grow Cedar Valley.

Resolution adopted and upon approval by Mayor assigned No. 2022-365.

23. Resolution approving the use of Downtown Urban Renewal Area Tax Increment Financing District funds, for a contract with Lodge Construction, Inc. in an amount not to exceed \$1,300,000.00, for services in conjunction with the construction of the Cedar River Marina and Recreational Enhancements Project.

Resolution adopted and upon approval by Mayor assigned No. 2022-366.

24. Resolution approving the use of East Waterloo Unified Urban Renewal Area Tax Increment Financing District funds, in an amount not to exceed \$40,000, for the design and other professional services for a Fiber Backbone Network in the MidPort area.

Resolution adopted and upon approval by Mayor assigned No. 2022-367.

25. Resolution approving the use of Northeast Industrial Site Urban Renewal Area Tax Increment Financing District funds, in an amount not to exceed \$40,000, for design and other professional services for the Fiber Backbone Network project in the Northeast Industrial Site Urban Renewal Area.

Resolution adopted and upon approval by Mayor assigned No. 2022-368.

26. Resolution approving the use of Crossroads Urban Renewal Area Tax Increment Financing District funds, in an amount not to exceed \$3,000, to finance salaries and administrative expenses.

Resolution adopted and upon approval by Mayor assigned No. 2022-369.

27. Resolution approving the use of Rath Urban Renewal Area Tax Increment Financing District funds, in an amount not to exceed \$3,000,000, for a property acquisition located generally in the Rath Urban Renewal District.

Resolution adopted and upon approval by Mayor assigned No. 2022-370.

28. Resolution authorizing an exception to the City of Waterloo's Purchasing Procedure Policy to approve the purchase of one (1) used 2021 Husqvarna FS5000 D26 Walk-Behind Saw with 26 inch Blade plus E-Trackings, in the amount of \$27,895.00, from Star Equipment LTD of Waterloo, Iowa.

Resolution adopted and upon approval by Mayor assigned No. 2022-371.

29. Resolution approving a Variance to the Noise Ordinance for Sidney Simpson for the Faith Temple Fish Fry event, from 3:00 p.m. to 9:00 p.m., on July 13-14, 2022.

Resolution adopted and upon approval by Mayor assigned No. 2022-372.

30. Resolution authorizing the fund transfers outlined below to comply with state law:

TO	FROM	AMOUNT	PURPOSE
General Fund	Trust & Agency Fund	\$8,405,961.00	Transfer employee benefits levy to General fund.
General Fund	Trust & Agency Fund	\$ 655,956.00	Transfer emergency levy to General fund.
Debt Service Fund	Tax Increment Financing Fund	\$3,150,538.79	Transfer TIF share of General Obligation principal and Interest to debt service fund.
Debt Service Fund	Sewer Fund	\$2,237,520.05	Transfer Sewer share of General Obligation principal and interest to debt service fund.
Debt Service Fund	Iowa Reinvestment District Fund	\$ 130,000.00	Reimburse Debt Service Fund for reinvestment district funds received planned to be used to pay principal for the 2017C bond issue
Road Use Tax Fund	General Fund	\$ 859,105.00	Transfer interest earned on Transfer of Jurisdiction Funds from General Fund to Road Use Tax Fund to be used for construction of University Avenue.
Grants Fund	General Fund	\$ 2,139,509.40	Transfer a portion of the ARPA funds received into the General Fund to the Grants Fund for fiber project design.
Capital Projects Fund	Tax Increment Financing Fund	\$ 97,534.57	Transfer TIF revenue to reimburse the Capital Projects Fund for San Marnan property acquisition.
Capital Projects Fund	Tax increment Financing Fund	\$ 120,000.00	Transfer TIF revenue to reimburse the Capital Projects Fund for Rath property acquisition.
Capital Projects Fund	Tax Increment Financing Fund	\$ 2,381.63	Transfer TIF revenue to reimburse for wetland design services in the NE Site TIF district.
Capital Projects Fund	Tax Increment Financing Fund	\$ 4,536.72	Transfer TIF revenue to reimburse for wetland design and engineering services in the NE Site TIF district.
Capital Projects Fund	Tax Increment Financing Fund	\$ 21,211.18	Transfer TIF revenue to reimburse for sewer design and construction in the Martin Road TIF district.
Capital Projects Fund	Tax Increment Financing Fund	\$ 3,899.00	Transfer TIF revenue to reimburse for design and construction services for the Leverage in the East Waterloo Unified (Midport) TIF district.
Capital Projects Fund	Tax Increment Financing Fund	\$ 327,736.50	Transfer TIF revenue to reimburse for the installation of electric lines in the Leverage

			area in the East Waterloo Unified (Midport) TIF district.
Capital Projects Fund	Tax Increment Financing Fund	\$ 185,333.05	Transfer TIF revenue to reimburse for the design and construction of a sanitary sewer project in the Airline Highway area in the East Waterloo Unified (Midport) TIF district.
Capital Projects Fund	Tax Increment Financing Fund	\$ 310,455.97	Transfer TIF revenue to reimburse for the design and construction of a water main project in the East Waterloo Unified (Midport) TIF district.
Capital Projects Fund	Tax Increment Financing Fund	\$ 1,242,725.51	Transfer TIF revenue to reimburse for the design and construction of a sanitary sewer project in the Leverssee area in the East Waterloo Unified (Midport) TIF district.
Capital Projects Fund	Tax Increment Financing Fund	\$ 121,559.30	Transfer TIF revenue to reimburse for the design and construction of a sanitary sewer lift station in the Leverssee area in the East Waterloo Unified (Midport) TIF district.
Capital Projects Fund	Tax Increment Financing Fund	\$ 669,854.14	Transfer TIF revenue to reimburse for the design and construction of Warp Drive street construction project in the East Waterloo Unified (Midport) TIF district.
Capital Projects Fund	Tax Increment Financing Fund	\$ 710,887.15	Transfer TIF revenue to reimburse for the design and construction of Hyper Drive street project in the East Waterloo Unified (Midport) TIF district.
Capital Projects Fund	Tax Increment Financing Fund	\$ 31,150.00	Transfer TIF revenue to reimburse for asbestos removal (118 Shilliam) in the East Waterloo Unified (Logan) TIF district.
Capital Projects Fund	Tax Increment Financing Fund	\$ 52,850.00	Transfer TIF revenue to reimburse for property demolition (115 Sumner) in the East Waterloo Unified (Logan) TIF district.
Capital Projects Fund	Tax Increment Financing Fund	\$ 58,845.00	Transfer TIF revenue to reimburse for property demolition (518) Bratnobar in the East Waterloo Unified (Logan) TIF district.
Capital Projects Fund	Tax Increment Financing Fund	\$ 91,645.00	Transfer TIF revenue to reimburse for property demolition (120 Center) in the East Waterloo Unified (Logan) TIF district.
Capital Projects Fund	Tax Increment Financing Fund	\$ 5,000.00	Transfer TIF revenue to reimburse for an economic development grant for the redevelopment of 314 Clay Street in the East Waterloo Unified (Logan) TIF district.
Capital Projects Fund	Tax Increment Financing Fund	\$ 1,000,000.00	Transfer TIF revenue to reimburse for property acquisition and an economic development grant for North Crossing in the East Waterloo Unified (Logan) TIF district.
Capital Projects Fund	Tax Increment Financing Fund	\$ 24,500.00	Transfer TIF revenue to reimburse for platting and design services in the East Waterloo Unified (Logan) TIF district.
Capital Projects Fund	Tax Increment Financing Fund	\$ 230,000.00	Transfer TIF revenue to reimburse for an economic development grant (704-706 Jefferson) in the Riverfront (Downtown) TIF district.

Capital Projects Fund	Tax Increment Financing Fund	\$ 5,937.50	Transfer TIF revenue to reimburse for lighting design services in the Riverfront (Downtown) TIF district.
Capital Projects Fund	Tax Increment Financing Fund	\$ 107,444.96	Transfer TIF revenue to reimburse for asbestos removal services in the Riverfront (Downtown) TIF district.
General Fund	Tax Increment Financing Fund	\$ 9,376.99	Transfer TIF revenue to reimburse for administrative expenses and salaries in the San Marnan TIF district.
General Fund	Tax Increment Financing Fund	\$ 3,597.00	Transfer TIF revenue to reimburse for administrative expenses and salaries in the Rath TIF district.
General Fund	Tax Increment Financing Fund	\$ 5,035.00	Transfer TIF revenue to reimburse for administrative expenses and salaries in the Northeast Site TIF district.
General Fund	Tax Increment Financing Fund	\$ 4,548.00	Transfer TIF revenue to reimburse for administrative expenses and salaries in the East Waterloo Unified (Logan) TIF district.
General Fund	Tax Increment Financing Fund	\$ 5,311.00	Transfer TIF revenue to reimburse for administrative expenses and salaries in the East Waterloo Unified (Logan) TIF district.
General Fund	Tax Increment Financing Fund	\$ 24,209.00	Transfer TIF revenue to reimburse for administrative expenses and salaries in the Riverfront (Downtown) TIF district.
Tax Increment Financing Fund	General Fund	\$ 98,500.00	Transfer TIF expenses to general fund for administrative expenses and salaries in various TIF districts.

Resolution adopted and upon approval by Mayor assigned No. 2022-373.

b. Motion to approve the following:

1.

Travel Requests					
	Name & Title of Personnel	Class/Meeting	Destination	Date(s)	Amount not to Exceed
a.	Brian Boesen and Ryan Doland, Animal Control Officers	National Animal Control Association - Animal Control Officer I - Certified Training and Testing and Membership	In Office - On-Line	June - August 2022	\$744.00
b.	Police Chief Joel Fitzgerald	Present at shootings press conference in Waterloo as requested by Mayor Hart.	Dallas, Texas	May 31, 2022 - June 2, 2022	\$897.20
c.	Brock Weliver, Fire Marshal	Expert Witness Courtroom Testimony Class hosted by the International Association of Arson Investigators	Grinnell, Iowa	August 2 - 4, 2022	\$560.00
d.	Seth Hyberger, Planner I	Brownfield 2022 Conference	Oklahoma City, Oklahoma	August 16-19, 2022	\$1,940.00

2.

Approved Beer, Liquor, and Wine Applications				
Name & Address of Business	Class	New or Renewal	Expiration Date	Includes Sunday

a.	The American Legion, 728 Commercial Street *Ownership Update*	C Liquor w/Outdoor Service	New	6/14/2023	x
b.	Black Hawk Tennis Club, 1005 Black Hawk Road	B Beer w/Outdoor Service	Renewal	5/31/2023	x
c.	Broadway Liquor, 821 Broadway Street	B Wine / B Native Wine / C Beer / E Liquor	Renewal	6/10/2023	x
d.	Flirt's Gentlemen's Club, 319 Jefferson Street	C Liquor	Renewal	6/10/2023	x
e.	Legs, 212 E. 4th Street, Suite 108	B Wine / C Beer	Renewal	6/25/2023	
f.	Love's Travel Stop #702, 3301 Greyhound Dr., Ste A *Ownership Update*	B Wine / C Beer	Renewal	11/16/2022	x
g.	Metro Mart #1, 3201 W. 4th Street	C Beer	Renewal	6/30/2023	x
h.	Metro Mart #4, 2332 Falls Avenue	C Beer / E Liquor	Renewal	6/30/2023	x
i.	Olive Garden, 1315 E. San Marnan Drive	C Liquor	Renewal	5/28/2023	x
j.	Placita, 321 W. 4th Street	B Beer	Renewal	6/12/2023	x
k.	SAC's Neighborhood Pub, 2000 Hawthorne Avenue	C Liquor w/Outdoor Service	Renewal	1/31/2023	x
l.	Walgreens #3590, 3910 University Avenue	B Wine / C Beer / E Liquor	Renewal	6/16/2023	x
m.	WCA Building and Amphitheatre, 225 Commercial Street	Special Class C Liquor w/Outdoor Service	Renewal	6/21/2023	x
n.	Light House Lounge, 1307 W. 5th St.	C Liquor	Renewal	6/28/2023	
o.	Southtown Bar & Restaurant, 2026 Bopp Street	C Liquor	Renewal	6/7/2023	x
p.	Lost Island Theme Park, 2600 E. Shaulis Road *6 month*	C Liquor w/Outdoor Service	New	12/17/2022	x

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

Appointee	Board/Commission	Expiration Date	New or Re-Appointment
Cindy Wells	Library Board of Trustees	June 30, 2028	Re-Appointment
John Berry	Library Board of Trustees	June 30, 2028	Re-Appointment
Rosalyn Middleton	MET Transit Authority	June 30, 2025	Re-Appointment
Richard Berry	Memorial Hall Commission	December 31, 2025	New

4. Motion approving a Fireworks Display at Sunny Side Country Club, 1600 Olympic Drive, for 4th of July festivities on July 4, 2022 (or possibly July 5th), from 9:00 p.m. to 9:45 p.m.
5. Motion approving Change Order No. 1 with Vieth Construction Corporation of Cedar Falls, Iowa, for no increase to the project total, in conjunction with the Five Sullivan Brothers Plaza Renovation Project, and authorizing the Mayor to execute said document.
6. ~~Motion to approve Change Order No. 8 with Peterson Contractors, Inc., of Reinbeck, Iowa, for a net increase of \$28,490.00, in conjunction with the FY 2021 Shaulis Road Reconstruction – Hess Road to Hwy. 218 Project, Contract No. 1020, and authorizing the Mayor and City Clerk to execute said document.~~

- 7. Motion approving Cigarette/Tobacco Permit renewal applications as listed in Exhibit A, and authorizing the City Clerk to approve any Cigarette/Tobacco applications received and paid for, between June 21, 2022 and July 1, 2022.
- 8. Bonds.

Roll call vote-Ayes: Six on all items except A. 12 and A. 27 (Ayes: Five. Nays: One – Mr. Boesen). Motion carried.

107442 - Boesen/Grieder

1.B.6. Motion to approve Change Order No. 8 with Peterson Contractors, Inc., of Reinbeck, Iowa, for a net increase of \$28,490.00, in conjunction with the FY 2021 Shaulis Road Reconstruction - Hess Road to Hwy. 218 Project, Contract No. 1020, and authorizing the Mayor and City Clerk to execute said document. Roll call vote-Ayes: Five. Nays: One (Boesen). Motion carried.

Mr. Boesen requested an overview of the project as it appears we are paying extra for detour signs.

Jamie Knutson, City Engineer, confirmed the additional signage is for Lost Island, the theme park as well as KOA. During the design process, the need for this signage was overlooked.

Mr. Boesen commented on the cost of \$28,000. He noted that he had received a number of calls on the three stop signs priced at \$600 apiece and he thinks that our sign department can make them for \$100 for all three. He stated he has an issue with how much we are paying for these detour signs.

Jamie Knutson explained that there is extra cost when there is a change order. Some of the signs are very large are specifically printed with Theme Park, etc. and not simple Road Closed Ahead or Detour signs.

PUBLIC HEARINGS

107443 - Grieder/Amos

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 June 3, 2022, be received and placed on file. Voice vote-Ayes: Six. Motion carried.

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

107444 - Grieder/Amos

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

107445 - Grieder/Wilder

Motion to receive and file and instruct City Clerk to read bids. Voice vote-Ayes: Six. Motion carried.

Bidder	Bid Security	Bid Amount
Insituform Technologies Chesterfield, MO	5%	Base Bid \$1,067,260.00 Alt. 1 \$13,500.00

107446 - Grieder/Wilder

Resolution rejecting all bids. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-374.

107447 - Boesen/Wilder

that proof of publication of notice of public hearing on FY2023 One-Year Action Plan for CDBG and HOME Funds for the Waterloo/Cedar Falls Consortium, as published in the Waterloo Courier on June 10, 2022, be received and placed on file. Voice vote-Ayes: Six. Motion carried.

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

107448 - Boesen/Wilder

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

107449 - Boesen/Wilder

that “Resolution approving proposed funding recommendations set forth by the Community Development Board for the FY2023 One-Year Action Plan for CDBG and HOME Program Funds for the Waterloo/Cedar Falls Home Consortium”, be adopted. Roll-call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-375.

107450 - Nichols/Grieder

that proof of publication of notice of public hearing on Amendment No. 6 to the Martin Road Urban Renewal and Redevelopment Plan to expand the boundaries, update projects and project budgets to be included in the Plan, and other general updates to the Plan, as published in the Waterloo Courier on June 6, 2022, be received and placed on file. Voice vote-Ayes: Six. Motion carried.

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

David Dryer, 3145 W. 4th Street, commented that the citizens have asked that the city not expand the TIFs due to the increased tax burden it puts on the citizens. We have more land out there that is vacant than people to buy it.

107451 - Nichols/Grieder

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

107452 - Nichols/Grieder

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

Resolution adopted and upon approval by Mayor assigned No. 2022-376.

107453 - Nichols/Grieder

that “an ordinance providing that general property taxes levied and collected each year on all property located within the newly described Martin Road Urban Renewal and Redevelopment Plan Area, in the City of Waterloo, County of Black Hawk, State of Iowa, by and for the benefit of the State of Iowa, City of Waterloo, County of Black Hawk, Waterloo Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies, advanced to and indebtedness, including bonds issued or to be issued, incurred by said City in connection with said Urban Renewal Project”, be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Six. Motion carried.

107454 - Nichols/Grieder

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

107455 - Nichols/Grieder

that “an ordinance providing that general property taxes levied and collected each year on all property located within the newly described Martin Road Urban Renewal and Redevelopment Plan Area, in the City of Waterloo, County of Black Hawk, State of Iowa, by and for the benefit of the State of Iowa, City of Waterloo, County of Black Hawk, Waterloo Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies, advanced to and indebtedness, including bonds issued or to be issued, incurred by said City in connection with said Urban Renewal Project”, be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Six. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5647.

107456 - Grieder/Wilder

that proof of publication of notice of public hearing on Amendment to the City of Waterloo Zoning Ordinance No. 5079 to update multiple sections including changes for home occupations, accessory structures, solar facilities, stables, child daycare, industrial uses, and other miscellaneous updates, as published in the Waterloo Courier on June 13, 2022, be received and placed on file. Voice vote-Ayes: Six. Motion carried.

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

107457 - Grieder/Wilder

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

107458 - Grieder/Wilder

that “an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending multiple sections including changes for home occupations, accessory structures, solar facilities, stables, child daycare, industrial uses, and other miscellaneous updates”, be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Six. Motion carried.

107459 - Grieder/Wilder

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

107460 - Grieder/Wilder

that “an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending multiple sections including changes for home occupations, accessory structures, solar facilities, stables, child daycare, industrial uses, and other miscellaneous updates”, be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Six. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5648.

107461 - Nichols/Grieder

that proof of publication of notice of public hearing on request by the City of Waterloo to vacate Court Avenue south of Hogle Street, in the "M-1" Light Industrial District, located north and west of 110 Court Avenue, as published in the Waterloo Courier on June 10, 2022, be received and placed on file. Voice vote-Ayes: Six. Motion carried.

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

107462 - Nichols/Grieder

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

107463 - Nichols/Grieder

that “an ordinance approving a request by the City of Waterloo to vacate Court Avenue south of Hogle Street, in the "M-1" Light Industrial District, located north and west of 110 Court Avenue”, be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Six. Motion carried.

Mr. Boesen questioned if there have been any issues with this property with Code Enforcement. He added that it looks like a salvage yard and it does not have any fencing.

Noel Anderson, Community Planning and Development Director, commented that Code Enforcement has had some issue with people throwing junk out there. It is the hope through the vacate process we can turn this into a potential development lot, clean it up and put in potential fencing if needed to help alleviate some of the dumping.

107464 - Nichols/Grieder

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

107465 - Nichols/Grieder

that “an ordinance approving a request by the City of Waterloo to vacate Court Avenue south of Hogle Street, in the "M-1" Light Industrial District, located north and west of 110 Court Avenue”, be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Six. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5649.

107466 - Feuss/Grieder

that proof of publication of notice of public hearing on Sale and conveyance of City right-of-way located east of 3165 West Airline Highway, in the amount of \$1.00, to Superior Properties, LLC, with tax rebates eight (8) years at 75 percent and two (2) years at 70 percent, for the construction of a new 12,000 square foot contractor office/warehouse building, with approval of a Development and Minimum Assessment Agreement, in the amount of \$560,000.00, as published in the Waterloo Courier on June 10, 2022, be received and placed on file. Voice vote-Ayes: Six. Motion carried.

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

107467 - Feuss/Grieder

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

107468 - Feuss/Grieder

that “Resolution approving the conveyance of City right-of-way located east of 3165 West Airline Highway, in the amount of \$1.00, to Superior Properties, LLC, with tax rebates eight (8) years at 75 percent and two (2) years at 70 percent, for the construction of a new 12,000 square foot contractor office/warehouse building, with approval of a Development and Minimum Assessment Agreement, in the amount of \$560,000.00, and authorizing the Mayor and City Clerk to execute said documents”, be adopted. Roll-call vote-Ayes: Six. Motion carried.

Mr. Boesen questioned when the city would see positive cash flow from the abatements.

Noel Anderson, Community Planning and Development Director, explained that the city has no dollars invested in the project and explained that the developer paid for developing the lot and the city also received RISE Grant funds for the project. On year one we will be receiving about \$3,100.00 going

to the debt service levy and about \$3,900.00 going to the TIF districts which will help keep debt service levy down as well as helping to create more lots in the TIF districts.

Mr. Boesen clarified that out \$560,000.00 assessed value, the city will receive approximately \$7,000.00.

Noel Anderson confirmed.

Resolution adopted and upon approval by Mayor assigned No. 2022-377.

107469 - Feuss/Grieder

that “Resolution approving a Development and Minimum Assessment Agreement with Superior Properties, LLC, in the amount of \$560,000.00, and authorizing the Mayor and City Clerk to execute said document”, be adopted. Roll-call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-378.

107470 - Nichols/Grieder

that proof of publication of notice of public hearing on the sale and conveyance of City property located west of 3180 West Airline Highway, to Airline Storage, LLC, in the amount of \$1.00, for the construction of four (4), 8,000 square foot storage buildings, with rebates of five (5) years at 50 percent for phase II, with approval of a Development and Minimum Assessment Agreement, in the amount of \$710,000.00, for phase I, as published in the Waterloo Courier on June 10, 2022, be received and placed on file. Voice vote-Ayes: Six. Motion carried.

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

107471 - Nichols/Grieder

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

107472 - Nichols/Grieder

that “Resolution approving the sale and conveyance of city owned property located west of 3180 West Airline Highway to Airline Storage, LLC, in the amount of \$1.00, for the construction of four (4), 8,000 square foot storage buildings, with rebates of five (5) years at 50 percent for Phase II, and authorizing the Mayor and City Clerk to execute necessary documents”, be adopted. Roll-call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-379.

107473 - Nichols/Grieder

that “Resolution approving a Development and Minimum Assessment Agreement with Airline Storage, LLC, in the amount of \$710,000.00 for Phase I, and authorizing the Mayor and City Clerk to execute said document”, be adopted. Roll-call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-380.

107474 - Boesen/Wilder

that proof of publication of notice of public hearing on Reallocation of Unspent Proceeds of the General Obligation Bonds, Series 2018A in an amount not to exceed \$25,000, as published in the Waterloo Courier on June 10, 2022, be received and placed on file. Voice vote-Ayes: Six. Motion carried.

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

107475 - Boesen/Wilder

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

107476 - Boesen/Wilder

that “Resolution instituting proceedings to take additional action”, be adopted. Roll-call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-381.

107477 - Boesen/Wilder

that proof of publication of notice of public hearing on Reallocation of Unspent Proceeds of the General Obligation Bonds, Series 2018B in an amount not to exceed \$25,000, as published in the Waterloo Courier on June 10, 2022, be received and placed on file. Voice vote-Ayes: Six. Motion carried.

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

107478 - Boesen/Wilder

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

107479 - Boesen/Wilder

that “Resolution instituting proceedings to take additional action”, be adopted. Roll-call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-382.

107480 - Nichols/Grieder

that proof of publication of notice of public hearing on Request to fulfill Level II Police Body Armor needs, as published in the Waterloo Courier on June 2, 2022, be received and placed on file. Voice vote-Ayes: Six. Motion carried.

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

107481 - Nichols/Grieder

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

107482 - Nichols/Grieder

that “Resolution confirming approval of bid documents, specifications, form of contract, estimate of cost, etc., and authorizing to proceed”, be adopted. Roll-call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-383.

107483 - Nichols/Grieder

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

Bidder	Bid Amount	
CCG Safety Gear, Olathe, KS	2022-2023	\$927.00
	2024	\$953.00
	2025	\$961.00
	2026	\$980.00

Voice vote-Ayes: Six. Motion carried.

107484 - Nichols/Grieder

that “Resolution approving award of contract to CCG Safety Gear, of Olathe, KS, and authorizing the Mayor to execute said document”, be adopted. Roll-call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-384.

107485 - Boesen/Wilder

that proof of publication of notice of public hearing on Request to fulfill FY 2023 Police ammunition needs, as published in the Waterloo Courier on June 2, 2022, be received and placed on file. Voice vote-Ayes: Six. Motion carried.

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

107486 - Boesen/Wilder

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

107487 - Boesen/Wilder

that “Resolution confirming approval of bid documents, specifications, form of contract, estimate of cost, etc., and authorizing to proceed”, be adopted. Roll-call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-385.

107488 - Boesen/Wilder

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

Bidder	Total Bid Amount
Kiesler Police Supply, Inc. Jeffersonville, IN	1. 12,000 rounds of 9mm 147 grain, jacketed hollow point, Federal HST, (P9HST2) or similar. \$391.50 per 1000 rounds
	2. 85,000 rounds of Federal American Eagle 9 mm, 147 grain, full metal jacket (AE9FP) or similar. \$251.90 per 1000 rounds
	3. 2,000 rounds of Federal 12 gauge 2 ¾ inch shot shell, 00 Buckshot, 9 pellet, low recoil (LE132-00) or similar. \$171.03 per 250 rounds
	4. 2,000 rounds of Federal 12 gauge 2 ¾ inch shot shell 1 ounce low recoil slug. (LE127-RS) or similar. \$179.58 per 250 rounds
	5. 8,000 rounds of Federal .223 caliber, 64 grain, Soft Point Tactical Rifle Urban. (T223L) or similar. \$339.24 per 500 rounds
	6. 35,000 rounds of Federal American Eagle .223 caliber, 55 grain FMJ (AE223) or similar. \$251.90 per 500 rounds
	7. 1,000 rounds of Hornady gmx tap heavy barrier .308 caliber, 165 grain. \$NO BID per 500 rounds (80985)

Voice vote-Ayes: Six. Motion carried.

107489 - Boesen/Wilder

that “Resolution approving award of contract to Kiesler Police Supply, of Jeffersonville, IN, in conjunction with the FY 2023 Police ammunition needs, and authorizing Mayor to execute said document”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-386.

RESOLUTIONS

107490 - Grieder/Boesen

that “Resolution establishing a Commission on Opportunity for Children, Youth, and Young Adults in Waterloo”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-387.

107491 - Grieder/Boesen

that “Resolution establishing a task force on gun violence in Waterloo”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-388.

107492 - Grieder/Boesen

that “Resolution directing a study on the compensation of all non-bargaining positions”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-389.

107493 - Nichols/Wilder

that “Resolution approving a one-year Memorandum of Understanding with the Waterloo Police Protective Association for the lateral transfer incentive package and bonus administrative guidelines, authorizing the Mayor and Human Resources Director to execute said document, and rescinding Resolution No. 2022-329”, be adopted. Roll call vote-Ayes: Five. Nays: One (Boesen). Motion carried.

Mr. Boesen questioned if a funding source has been identified for the additional \$240,907.00 in additional pay.

Chief Fitzgerald commented that the gap can be filled with savings we have through salaries and other savings we have on an annual basis.

Resolution adopted and upon approval by Mayor assigned No. 2022-390.

107494 - Nichols/Wilder

that “Resolution approving general, automobile, public official’s errors and omissions, law enforcement and employment practices and umbrella liability coverage with Travelers Insurance, excess umbrella liability coverage with Allied, property insurance coverage with Chubb, and workers compensation and third party administration services with Safety National, in the amount of \$1,808,259.00, with recommendation of approval from the Insurance Committee”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-391.

107495 - Nichols/Wilder

that “Resolution approving Renewal Agreement with Delta Dental for fees associated with administration, in the amount of \$35,946.00, and authorizing the Mayor and City Clerk to execute said documents”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-392.

107496 - Nichols/Wilder

that “Resolution approving Renewal Agreement with Wellmark Blue Cross Blue Shield for fees associated with administration, network access and stop loss, in the amount of \$1,993,107.00, and authorizing the Mayor and City Clerk to execute said documents”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-393.

107497 - Grieder/Wilder

that “Resolution approving a 2 percent salary increase for non-bargaining employees, a 12.1 percent increase for the Assistant Chief of Police and Fire Chief, a 10.3 percent increase for Police Captains and a 6 percent increase for the Battalion Chiefs, effective July 1, 2022”, be adopted. Roll call vote-Ayes: Six. Motion carried.

LeAnn Even, Deputy City Clerk, commented that she wanted to address the issue that non-bargaining employees have no representation other than speaking directly with the council. She further commented that she has personally brought revenue into the city of Waterloo through her work with income offset, \$40,000.00 each year and \$50,000.00+ this year. She has offered grant opportunities to the city that we would not have known of otherwise, and thinking out of the box, she brought this to the city. She asks the council to look at that and recognize her, and others, as a valued employees and given the same opportunities as those employees that are going to make a 10, 12 and 6 percent increase.

David Dryer, 3145 W. 4th Street, commented that he understands that we have good employees in the city of Waterloo, but also knows who pays their wages. He shared that his social security increased by just .59 cents this year over last year. He also commented on Item No. 22, Aquatic Center Design. He said that rather than spending money to replace the outdated pools at the parks, we should look at having just one pool indoors that can be used 365 days a year.

Forest Dillavou, 1725 Huntington Road, commented on the increase percentages and assumes that those getting the higher percentage won’t have the 2 percent added to that. He questioned if the newly negotiated contract with the Police Chief would also be getting a 2 percent increase.

Mayor Hart confirmed.

Mr. Boesen commented that he hopes the resolution that was passed on the non-bargaining pay study will look deep into this and correct the inequities that we have and value our non-bargaining employees. We need to represent them as much as the others. He explained that the reason for the higher percentage increases for the command staff is due to compression because of contract negotiations, where now a lieutenant makes more money than a captain, and sergeants are making more than a captain.

Resolution adopted and upon approval by Mayor assigned No. 2022-394.

107498 - Grieder/Wilder

that “Resolution approving installation of a 25 MPH speed hump in the 100 block of Center Street”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-395.

107499 - Grieder/Wilder

that “Resolution approving Aquatic Center Design Contract with InVision Architecture in the amount of \$766,000.00, and authorizing the Mayor to execute said document”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-396.

107500 - Grieder/Wilder

that “Resolution approving Amendment No. 1 to Gates Park Master Plan Update in the amount of \$21,150.00, and authorizing the Mayor to execute said document”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-397.

107501 - Feuss/Grieder

that “Resolution approving Professional Services Agreement with Ritland+Kuiper Landscape Architects in the amount of \$602,225.00, in conjunction with the Transforming Gates and Byrnes Parks Project, and authorizing the Mayor to execute said document”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-398.

107502 - Feuss/Grieder

that “Resolution approving a Professional Services Agreement between the City of Waterloo and Ritland+Kuiper Landscape Architects, for services at Unity Plaza, in an amount not to exceed \$18,000.00, and authorizing the Mayor to execute said document”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-399.

107503 - Feuss/Grieder

that “Resolution approving a Professional Services Agreement with ProWest and Associates, of Walker, Minnesota, in the amount of \$3,950.99, in conjunction with programming in ArcGis for the digital sidewalk solution for the Engineering Department, and authorizing the Mayor to execute said document”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-400.

107504 - Feuss/Grieder

that “Resolution approving a 150 square foot Permanent Storm Sewer Easement Agreement with Pierre and Debra Marion, located at 930 Progress Avenue, and authorizing the Mayor and City Clerk to execute said document”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-401.

107505 - Nichols/Amos

that “Resolution approving the Assignment and Assumption of a Development Agreement with Union at North Crossing, LP, in conjunction with a Development Agreement originally approved April 4, 2022 with Union Development Holdings, LLC, for property located north of 501 Lakeside Street, and authorizing the Mayor and City Clerk to execute said document”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-402.

107506 - Nichols/Amos

that “Resolution granting the mortgage and security interest to Crystal Distribution for property located at 1442, 1508 and 1620 Sycamore Street and authorizing the Mayor and City Clerk execute said document”, be adopted. Roll call vote-Ayes: Five. Nays: One (Boesen). Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-403.

107507 - Nichols/Amos

that “Resolution approving an incentive payment to Grow Cedar Valley, in the amount of \$46,500.00, for work towards FY 2022 economic development”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Mr. Boesen requested an overview of the contract and metrics for receiving the bonus.

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

Resolution adopted and upon approval by Mayor assigned No. 2022-404.

107508 - Nichols/Amos

that “Resolution approving the FY 2023 Professional Services Agreement with GROW Cedar Valley, in the amount of \$30,625.00, with \$58,625.00 in potential incentive funds, and authorizing the Mayor and City Clerk to execute said document”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-405.

107509 - Boesen/Nichols

that “Resolution to amend and restate the Development Agreements with Avita Developments, LLC, originally approved May 5, 2008 and July 16, 2018, including associated amendments and Minimum Assessment Agreements to assign the agreement to new ownership, and authorizing the Mayor and City Clerk to execute said documents”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-406.

107510 - Boesen/Nichols

that “Resolution approving Subordination Agreement between the City of Waterloo, Self-Help Credit Union, Self-Help Ventures Fund, and Central Property Holdings, LLC, for the grocery store project on Franklin Street, and authorizing the Mayor and City Clerk to execute said document”, be adopted. Roll call vote-Ayes: Five. Nays: One (Boesen). Motion carried.

David Dryer, 3145 W. 4th Street, questioned if we are giving Central Property Holdings free money with no interest, or portion of the business coming back to the city.

Eric Johnson, Attorney for All In Grocers, provided an overview of the item and explained that the financing pieces have moved around and the lenders have required the subordination agreement be updated.

Mr. Boesen commented that in December 2021, the council was pushed to approve an agreement because the funding was going to close in a week. He questioned what happened between December and now.

Eric Johnson explained this is not an easy project but a necessary one. Over time, the developers have had doors closed and had to start again. In December it was thought there would be government funding that was imminent, which was not the case. Those funds were then found from other lenders who agreed to put money into this project.

Mr. Boesen expressed his concern that the project may not close at the end of June and questioned if the developer has all his funding lined up. He stated on August 17th, it will have been five years since this began.

Eric Johnson stated he does believe this will happen in the next week or so.

Mr. Boesen commented that the city, cash wise, is in for approximately \$900,000.00 on this project, with a total city investment of about \$2.25 million dollars.

Noel Anderson, Community Planning and Development Director, explained the various costs.

Mayor Hart questioned why there was a grant in the first phase for the CVS Property.

Noel Anderson explained that working through the development agreement, that is what we thought was needed to get the project to move ahead.

Mayor Hart questioned how long prior to this project, did the House of Hope need a larger facility.

Noel Anderson explained they were able to revitalize a building in the church row neighborhood to meet their need.

Mayor Hart questioned if there have been other developments that have gone on for five and ten years.

Noel Anderson commented that it is not uncommon for projects to take a long time to evolve.

Mr. Nichols questioned what about this situation makes us need to have an updated subordination agreement clause.

Noel Anderson explained.

Eric Johnson explained that there is general language in the development agreement but lenders want to have specific language.

Forest Dillavou, 1725 Huntington Road, commented that he has followed this through the years. We have a lot invested and paying interest on the monies. The subordination agreement puts the City of Waterloo at the bottom of the list to get money back, but that is where the taxpayers have always been in this city, is last.

Cathy Mahoney, 1400 Denver Street, commented that has she understands it, this project will be fantastic for the community. She added that this document is just updating something that has been previously completed.

Wayne Nathem, 548 Cloverdale, commented that the developer keeps giving excuses for why the project is not yet completed.

Resolution adopted and upon approval by Mayor assigned No. 2022-407.

107511 - Boesen/Nichols

that "Resolution approving a sales order with Rebechini Studios, Inc. in the amount of \$326,902.00 including a contingency allowance of \$35,000.00 to complete the exhibit elements for the Sullivan Brothers Family Memorial", be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-408.

ORDINANCES

107512 - Grieder/Wilder

that "an ordinance amending the City of Waterloo Code of Ordinances by repealing Title 9, Building Regulations, Chapter 7, Rental Housing, and enacting in lieu thereof a new Title 9, Building Regulations, Chapter 7, Rental Housing", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Six. Motion carried.

Sam Blat, 107 Lafayette Street, commented that the new rental ordinance is absolutely necessary. Renters are not second-class citizens and we need support now more than ever. This policy will provide more structure and a precedent to strengthen renting culture and more positive practices that will support people over profits.

Leon Begate, 204 Baltimore, spoke in support of this change.

Anna Patch, 405 E. Arlington Street, spoke in favor of approving the amended ordinance. Too many families in Waterloo are living in unsafe housing conditions. She asked that this amendment be unanimously passed and deliver on the promise of hiring an appropriate number of rental inspectors. She questioned the plan to disseminate the new information.

Vincent Givens, Cedar Falls Resident moving to Waterloo, commented on the disproportionate effects of not having proper inspections done on apartment complexes.

Janessa Young, 1203 Randolph Street, explained that one of the responsibilities of her job is inspections of housing in Waterloo. She stated that some of the housing she's seen is so bad she wouldn't want an animal to live in, let alone a human being.

Michelle Jungers, 609 Olive Street, Cedar Falls, explained that she was the managing attorney for the Waterloo office of Iowa Legal Aid for six years and prior to that she worked as a staff attorney at Iowa Legal Aid. She has practiced in other parts of the state and they had really excellent housing inspection departments and really great teeth when landlords were not doing their job. She is hopeful that this passes and we can get those teeth because this isn't for all landlords, this is for bad landlords. Waterloo has the highest eviction rate in the state of Iowa and she hopes this will help improve some of our numbers and eviction rates.

Cathy Mahoney, 1400 Denver Street, commented that when we hear that there is a high eviction rate in Waterloo, we are talking about families. Children may end up having to change schools while they stay with friends or relatives, and when the family does find a new place they often have to change schools again. Housing is personal; it is your connection to your school, family and friendships.

Mr. Boesen thanked the citizens for showing up tonight in support to the ordinance. He shared that he used to be a rental inspector with the Fire Department and has seen some of the dwellings they are talking about. Often when the city passes stricter ordinances people do not like the provisions, so it is refreshing to hear support.

Mr. Grieder expressed support for the ordinance and spoke to housing being a fundamental right for humans and critical for families.

Ms. Wilder thanked everyone for speaking and as a renter she shared that she is excited to see this ordinance move forward.

Mayor Hart commented on a civil rights study that was done back in the late 50's or 60's which reported that two of the biggest disparities was education and housing. He is not the first mayor who thought they could tear down every dilapidated homes. Waterloo has some systemic issues that we need to fix. He commented that he was blessed to have put together a housing program that helped to fix over 300 houses for those in our community for zero dollars through grant funds. Though it is nowhere close to what is needed. This is not just an ordinance, this is a movement that we need to have across our entire community.

107513 - Grieder/Wilder

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

107514 - Grieder/Wilder

that "an ordinance amending the City of Waterloo Code of Ordinances by repealing Title 9, Building Regulations, Chapter 7, Rental Housing, and enacting in lieu thereof a new Title 9, Building Regulations, Chapter 7, Rental Housing", be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Six. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5650.

107515 - Boesen/Nichols

that "an ordinance amending the City of Waterloo Code of Ordinances by adding subsection 6, Transaction Fees, to subsection A, section 6, Fees for Service, Chapter 3, Solid Waste Collection and Disposal, Title 4, Public Health and Safety", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Six. Motion carried.

David Dryer, 3145 W. 4th Street, requested an overview of the ordinance.

Randy Bennett, Public Works Division Manager, provided an overview of the agenda item.

107516 - Boesen/Nichols

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

107517 - Boesen/Nichols

that “an ordinance amending the City of Waterloo Code of Ordinances by adding subsection 6, Transaction Fees, to subsection A, section 6, Fees for Service, Chapter 3, Solid Waste Collection and Disposal, Title 4, Public Health and Safety”, be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Six. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5651.

OTHER COUNCIL BUSINESS

107518 - Boesen/Wilder

that “Resolution approving a Project Agreement with the Waterloo Development Corporation, in an amount not to exceed \$914,975.00 in conjunction with the design and construction of enhancements including lighting on the 4th Street Bridge, Cedar River Dam and surrounding area, and authorizing the Mayor and City Clerk to execute said document”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Forest Dillavou, 1725 Huntington Road, questioned if TIF funds will be used and questioned who will pay the electric bills.

Michelle Weidner, Chief Financial Officer, explained that no TIF funds will be used and the city will have to pay the electric bill but the lights will be LED, which will hopefully less expensive.

David Dryer, 3145 W. 4th Street, questioned how much money the city is going to pay for the project.

Mayor Hart explained that this project is grant funded.

Michelle Weidner provided an overview of the item and how the funding for the project will work.

Resolution adopted and upon approval by Mayor assigned No. 2022-409.

107519 - Boesen/Wilder

that “Resolution approving a Project Agreement with the Waterloo Development Corporation, in an amount not to exceed \$36,980.00, in conjunction with a downtown lighting improvements study, and authorizing the Mayor and City Clerk to execute said document, and authorizing the Mayor and City Clerk to execute said document”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-410.

107520 - Boesen/Wilder

that “Resolution approving a signed proposal from Associated Controls + Design, in the amount of \$40,219.00, 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”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-411.

107521 - Grieder/Wilder

that “Resolution approving a signed proposal from Landscape Forms, in the amount of \$15,984.70, 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”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-412.

107522 - Grieder/Wilder

that “Resolution approving a signed proposal from Lumen Pulse, in the amount of \$443,370.00, 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”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-413.

107523 - Grieder/Wilder

that “Resolution approving a signed proposal from Tyler Truss Systems, in the amount of \$153,031.94, 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”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-414.

107524 - Grieder/Wilder

that “Resolution approving a signed proposal from Thomas Industrial Coatings, in the amount of \$98,280.00, 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”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-415.

Discussion of city fiber network plans.

Courtney Violette, Magellan Advisors, provided an update on the city’s broadband project. Design for the project should conclude in August of 2022.

Mr. Nichols questioned an estimated timeline of when revenue would come in.

Mr. Boesen commented that under a standalone system, as the city brings customers on would it begin to generate cash flow to build out more.

Courtney Violette confirmed.

107525 - Boesen/Nichols

that the council adjourn to Executive Session at 7:46 p.m. Roll call vote-Ayes: Six. Motion carried.

Acting City Attorney Dave Zellhoefer stated that discussion of marketing and pricing strategies or proprietary information of a city utility if its competitive position would be harmed by public disclosure is an approved topic of Executive Session pursuant to Iowa Code Section 388.9(1).

EXECUTIVE SESSION

107526 - Boesen/Wilder

that the council adjourn Executive Session at 8:48 p.m. Voice vote-Ayes: Six. Motion carried.

ADJOURNMENT

107527 - Boesen/Wilder

that the Council adjourn at 8:48 p.m. Voice vote-Ayes: Six. Motion carried.

Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Proclamation declaring July 9, 2022 as Latino Heritage Day.

City Council Meeting: 7/5/2022

Prepared:

ATTACHMENTS:

Description	Type
▣ Latino Heritage Day	Backup Material

Submitted by:

Submitted By:

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS, according to U.S. Census Bureau data, more than 7% of Waterloo residents identify themselves as being of Hispanic or Latino descent; and

WHEREAS, the City of Waterloo is proud to be home to a broad and diverse Hispanic and Latino community that contributes greatly to the social, cultural, economic, and political strength of the community; and

WHEREAS, Hispanic and Latino citizens represent leaders in politics, business, education, the arts, entertainment, the military, science, technology, athletics, medicine, and law, and are critical to building a stronger nation for future generations; and

WHEREAS, we commemorate the essential contributions, sacrifices, and accomplishments that Hispanic and Latino Americans have made to the United States throughout our nation's history; and

WHEREAS, as we build a community that is open and welcoming to all, a special celebration has been planned to be held at the RiverLoop Amphitheatre, on July 7, 8, and 9, 2022.

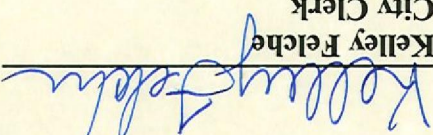
NOW, THEREFORE, I, Mayor Quentin Hart, do hereby proclaim July 9, 2022, as

LATINO HERITAGE DAY

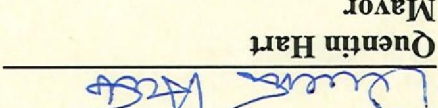
And encourage all Cedar Valley citizens to participate in FIESTA: A CELEBRATION OF LATINO CULTURE at the RiverLoop Amphitheatre.

IN WITNESS WHEREOF I have here unto set my hand and caused the official seal of the City of Waterloo, Iowa to be affixed this 5th day of July 2022.

ATTEST:


Kelley Felche
City Clerk




Quentin Hart
Mayor

CITY OF WATERLOO

Council Communication

Proclamation declaring July 11, 2022 as 1-133D Infantry Regiment - Ironman Battalion Day.

City Council Meeting: 7/5/2022

Prepared:

ATTACHMENTS:

Description	Type
☐ Ironman Battalion Day	Backup Material

Submitted by:

Submitted By:

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS, service in the Iowa National Guard has been a selfless and noble calling for generations of Iowans, dating back to the Civil War; and

WHEREAS, the 133d Infantry Regiment, a part of the 34th Infantry Division, has continuously operated in Northeast Iowa since July 11th, 1921; and

WHEREAS, the 1st Battalion of the 133d Infantry Regiment is proudly known as the Ironman Battalion, a distinction earned during World War II for its record 611 consecutive days in combat, and then re-affirmed during its nearly 22-month mobilization in support of Operation Iraqi Freedom from 2005 to 2007; and

WHEREAS, the National Guard's federal mission is to provide properly trained and equipped units for prompt mobilization for war, National emergency or as otherwise needed, and its state mission is to provide trained and disciplined forces for domestic emergencies or as otherwise provided by state law; and

WHEREAS, more than 550 Northeast Iowans have volunteered for service in the Iowa National Guard and drill monthly at readiness centers in Waterloo, Dubuque, Davenport, Oelwein, Iowa City, Iowa Falls, and Charles City; and

WHEREAS, community support is vital for the success of the Ironman Battalion's mission, as well as for the morale and well-being of our loved ones, neighbors, and co-workers serving in the National Guard, and their families back home.

NOW, THEREFORE, I, Quentin Hart, Mayor of the City of Waterloo, Iowa, do hereby proclaim

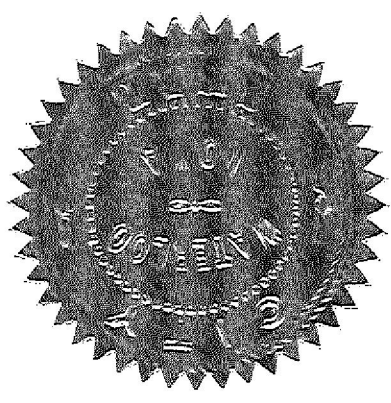
July 11, 2022, as

1-133D INFANTRY REGIMENT -
IRONMAN BATTALION DAY

in the City of Waterloo and we do hereby encourage residents to seek out ways to support our Northeast Iowa National Guardsmen and their families as they serve their country in uniformed service.

IN WITNESS WHEREOF I have here unto set my hand and caused the official seal of the City of Waterloo, Iowa to be affixed this 5th day of July 2022.

ATTEST:



Kelley Felchle
City Clerk

Quentin Hart
Mayor

CITY OF WATERLOO

Council Communication

Resolution approving Variance to Noise Ordinance request from Purvis Williams, in conjunction with the Summer Soul Classic Parade, to be held on July 9, 2022 from 8:00 a.m. to Noon, at Gates Park parking lot and Lester Street.

City Council Meeting: 7/5/2022

Prepared: 6/24/2022

ATTACHMENTS:

Description	Type
▣ Noise Variance - Purvis Williams	Backup Material

SUBJECT:

Resolution approving Variance to Noise Ordinance request from Purvis Williams, in conjunction with the Summer Soul Classic Parade, to be held on July 9, 2022 from 8:00 a.m. to Noon, at Gates Park parking lot and Lester Street.

Submitted by: Submitted By: Captain J. Feaker

APPLICATION
FOR
VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Purvis Williams
APPLICANT'S ADDRESS: 38 Franklin Street, Waterloo, IA 50703
APPLICANT'S PHONE #: 319-433-5684
ANTICIPATED DATE OF VARIANCE: Saturday, July 9th
NAME OF EVENT: Summer Soul Classic Parade
TIMES OF DAY OF VARIANCE: 8am -noon
GEOGRAPHICAL LOCATION OF VARIANCE: Gates Park on E 4th and Lester

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES: _____

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

1. We are having our Annual Parade and will be
having our staging/ line up area in Gates
Park parking lot and on Lester Street

2. _____

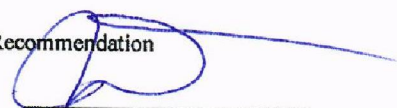

Applicant's Signature

Date

CITY COUNCIL ACTION:

Police Dept. Recommendation

APPROVAL: _____

APPROVAL:  _____

DENIAL: _____

DENIAL: _____

DECIBEL LEVEL: 90 DBA

CITY OF WATERLOO

Council Communication

Resolution approving Variance to Noise Ordinance request from Mary Williams on behalf of Coloff Media, in conjunction with the Corn Country Fest to be held on July 9, 2022 from 3:45 p.m. to 11:15 p.m., at the National Cattle Congress Grounds, 250 Ansborough Avenue.

City Council Meeting: 7/5/2022

Prepared:

ATTACHMENTS:

Description	Type
☐ Noise Variance - Coloff	Backup Material

SUBJECT:

Resolution approving Variance to Noise Ordinance request from Mary Williams on behalf of Coloff Media, in conjunction with the Corn Country Fest to be held on July 9, 2022 from 3:45 p.m. to 11:15 p.m., at the National Cattle Congress Grounds, 250 Ansborough Avenue.

Submitted by: Submitted By: Captain J. Feaker

APPLICATION
FOR
VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Coloff Media (Mary Williams)
APPLICANT'S ADDRESS: 721 Shirley St., Cedar Falls, IA 50613
APPLICANT'S PHONE #: 319-277-1918
ANTICIPATED DATE OF VARIANCE: 7/9/22
NAME OF EVENT: Corn Country Fest
TIMES OF DAY OF VARIANCE: 3:45-11:15 p.m.
GEOGRAPHICAL LOCATION OF VARIANCE: Event will be held at National
Cattle Congress Grounds (outside), 250 Ansborough Ave., Waterloo
DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES: 1-2 miles we believe

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. This is a country music festival. We will
have 3 bands, beginning at 3:45 p.m., playing
through 11 p.m. There will be emcees on
stage talking between bands.

2. _____

Mary Williams
Applicant's Signature

6/28/2022

Date

CITY COUNCIL ACTION:

APPROVAL: _____

DENIAL: _____

Police Dept. Recommendation

APPROVAL: Capt JDL F3631

DENIAL: _____

DECIBEL LEVEL: 80 dBA

WATERLOO
ON

WATERLOO, ONTARIO

City of Waterloo

City of Waterloo

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CITY OF WATERLOO

CITY CLERK'S OFFICE

JUN 28 2022 PM2:09:22

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JUN 28 2022

CITY OF WATERLOO

Council Communication

Resolution approving Variance to Noise Ordinance request from Felicia Smith Nalls, in conjunction with the North End Arts and Music Festival, to be held on July 9, 2022 from 10:00 a.m. to 6:00 p.m., at Ferguson Fields Park, including the use of a PA system, DJ and live bands.

City Council Meeting: 7/5/2022

Prepared: 6/28/2022

ATTACHMENTS:

Description	Type
☐ Noise Variance - North End Arts and Music Festival	Backup Material

SUBJECT:

Resolution approving Variance to Noise Ordinance request from Felicia Smith Nalls, in conjunction with the North End Arts and Music Festival, to be held on July 9, 2022 from 10:00 a.m. to 6:00 p.m., at Ferguson Fields Park, including the use of a PA system, DJ and live bands.

Submitted by:

Submitted By: Captain J. Feaker

APPLICATION
FOR
VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Felicia D. Smith Nalls
APPLICANT'S ADDRESS: 133 Alta Vista Avenue
APPLICANT'S PHONE #: 319-529-4911
ANTICIPATED DATE OF VARIANCE: Saturday July 9, 2022
NAME OF EVENT: North End Arts and Music Festival
TIMES OF DAY OF VARIANCE: 10:00 -6:00 om
GEOGRAPHICAL LOCATION OF VARIANCE: Ferguson Fields Park

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES: 50 yards

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. There will be a PA system, DJ and live bands

2. _____

Applicant's Signature

Date

Police Dept. Recommendation

CITY COUNCIL ACTION:

APPROVAL: _____

APPROVAL: Capt [Signature] F3671

DENIAL: _____

DENIAL: _____

DECIBEL LEVEL: 80 dBS

MEMORANDUM

FOR

THE DEPUTY MAYOR

DATE: 2022 JUN 28

TO: THE DEPUTY MAYOR

FROM: [Illegible]

SUBJECT: [Illegible]

[Illegible]

[Illegible]

[Illegible]

2022 JUN 28

CITY OF WATERLOO
CITY CLERK'S OFFICE

JUN 28 2022 PM 3:25:53

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 7/5/2022

Prepared: 6/21/2022

ATTACHMENTS:

Description	Type
▣ Exhibit A.	Backup Material

SUBJECT:

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

Submitted by:

Submitted By: Kelley Felchle, City Clerk

EXHIBIT A

Location	Customer ID	Service Address	Water	Sewer	Storm Water	Garbage	Weed Removal	Total	Parcel #
101761	521142	332 DEARBORN AVE	\$ 68.54	\$ 5.56	\$ 22.20	\$ 26.44		\$ 122.74	891230329006
103695	542880	217 CONGER ST	\$ 19.84	\$ 21.74	\$ 18.21	\$ 41.75		\$ 101.54	891323230006
115481	544420	528 BEVERLY HILLS ST	\$ -	\$ -	\$ 11.56	\$ 13.67		\$ 25.23	891321326016
103820	501630	307 REED ST	\$ 131.80	\$ -	\$ 51.98	\$ 51.10		\$ 234.88	891314477011
117884	514126	726 W 3RD ST	\$ 31.47	\$ 201.00	\$ 51.00	\$ 156.00		\$ 439.47	891326183007
118993	508178	1302 LEAVITT ST	\$ 131.78	\$ -	\$ 51.94	\$ 60.15		\$ 243.87	891326486001
		232 Ricker					\$253.80	\$253.80	891313382006

CITY OF WATERLOO

Council Communication

Resolution approving the request of Steven Newell, for tax exemptions on the construction of a new single family home valued at \$578,873.00, for property located at 1435 Partridge Lane, and located in the City Limits Urban Revitalization Area (CLURA).

City Council Meeting: 7/5/2022

Prepared: 3/23/2022

ATTACHMENTS:

Description	Type
☐ CLURA 1435 Partridge Ln Form	Backup Material
☐ CLURA 1435 Partridge Ln Map	Backup Material

SUBJECT:

Resolution approving the request of Steven Newell, for tax exemptions on the construction of a new single family home valued at \$578,873.00, for property located at 1435 Partridge Lane, and located in the City Limits Urban Revitalization Area (CLURA).

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Approval.

Recommended Action:

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 None
Funds:

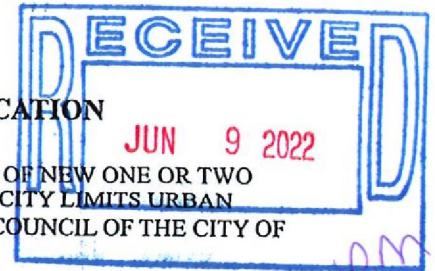
Legal Descriptions:

Audubon Heights 7th Addition Lot 21



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: Steven Newell SIGNATURE: Steve Newell
 ADDRESS: 1435 Partridge Ln.
 TELEPHONE: 319-415-6501 DATE: 6/8/2022

A. What is the Address of the property being improved? 1435 Partridge Ln.

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

Audubon Heights 7th Addition Lot #21

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: 19541 Date permit was issued: 12/13/21 Total permit(s) valuation: 253381

D. What was the cost of the new construction? 578,873

E. Estimated or actual date of completion of this new construction? 6/3/22

CITY OF WATERLOO

APPROVED

DATED: _____

RESOLUTION NO: _____

DENIED

BLACK HAWK COUNTY ASSESSOR

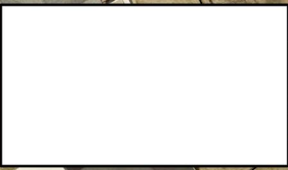
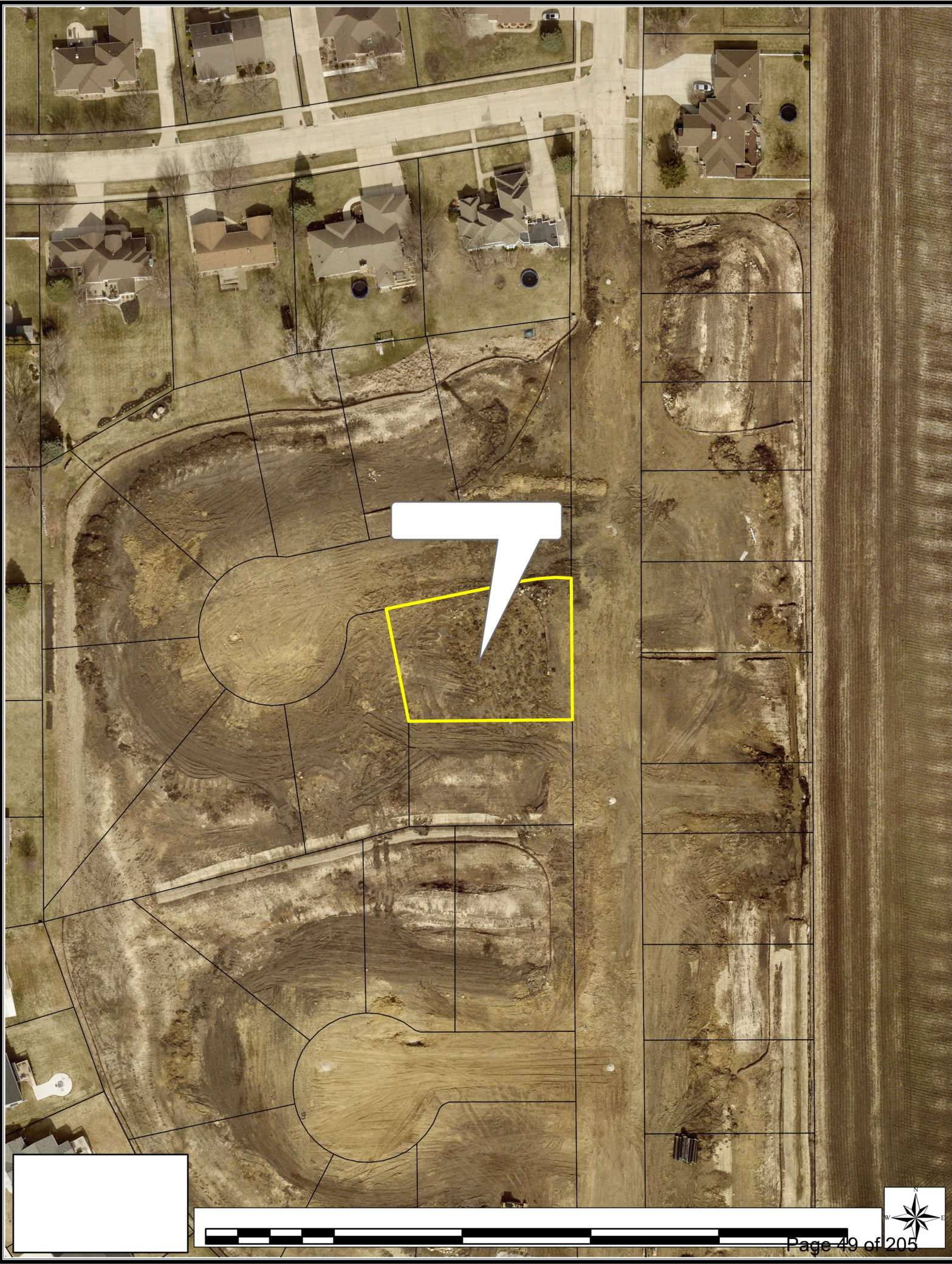
APPROVED

DATED: _____

Tami McFarland
Black Hawk County Assessor

DENIED

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



CITY OF WATERLOO

Council Communication

Resolution approving the request of Zach Buth, for tax exemptions on the construction of a new single family home valued at \$387,253.00, for property located at 1530 Partridge Lane, and located in the City Limits Urban Revitalization Area (CLURA).

City Council Meeting: 7/5/2022

Prepared: 6/22/2022

ATTACHMENTS:

Description	Type
☐ CLURA 1530 Partridge Ln Form	Backup Material
☐ CLURA 1530 Partridge Ln Map	Backup Material

SUBJECT:

Resolution approving the request of Zach Buth, for tax exemptions on the construction of a new single family home valued at \$387,253.00, for property located at 1530 Partridge Lane, and located in the City Limits Urban Revitalization Area (CLURA).

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Approval.

Recommended Action:

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 None
Funds:

Legal Descriptions:

Audubon Heights 7th Addition Lot 10



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: Zach Butth SIGNATURE: [Signature]
ADDRESS: 1530 Partridge Ln
TELEPHONE: 214 329 8262 DATE: 06/10/22

A. What is the Address of the property being improved? 1530 Partridge Ln

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

Avalon Heights 7th Addition Lot 10

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: 21-00017156 Date permit was issued: 11/12/21 Total permit(s) valuation: 202,924

D. What was the cost of the new construction? ~~\$388,673~~ 387,253

E. Estimated or actual date of completion of this new construction? 5/13/22

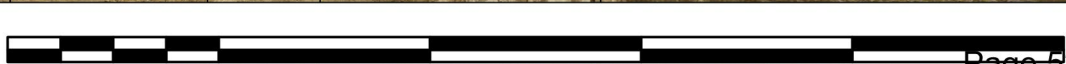
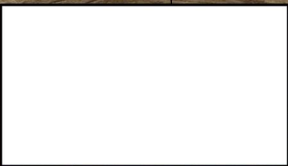
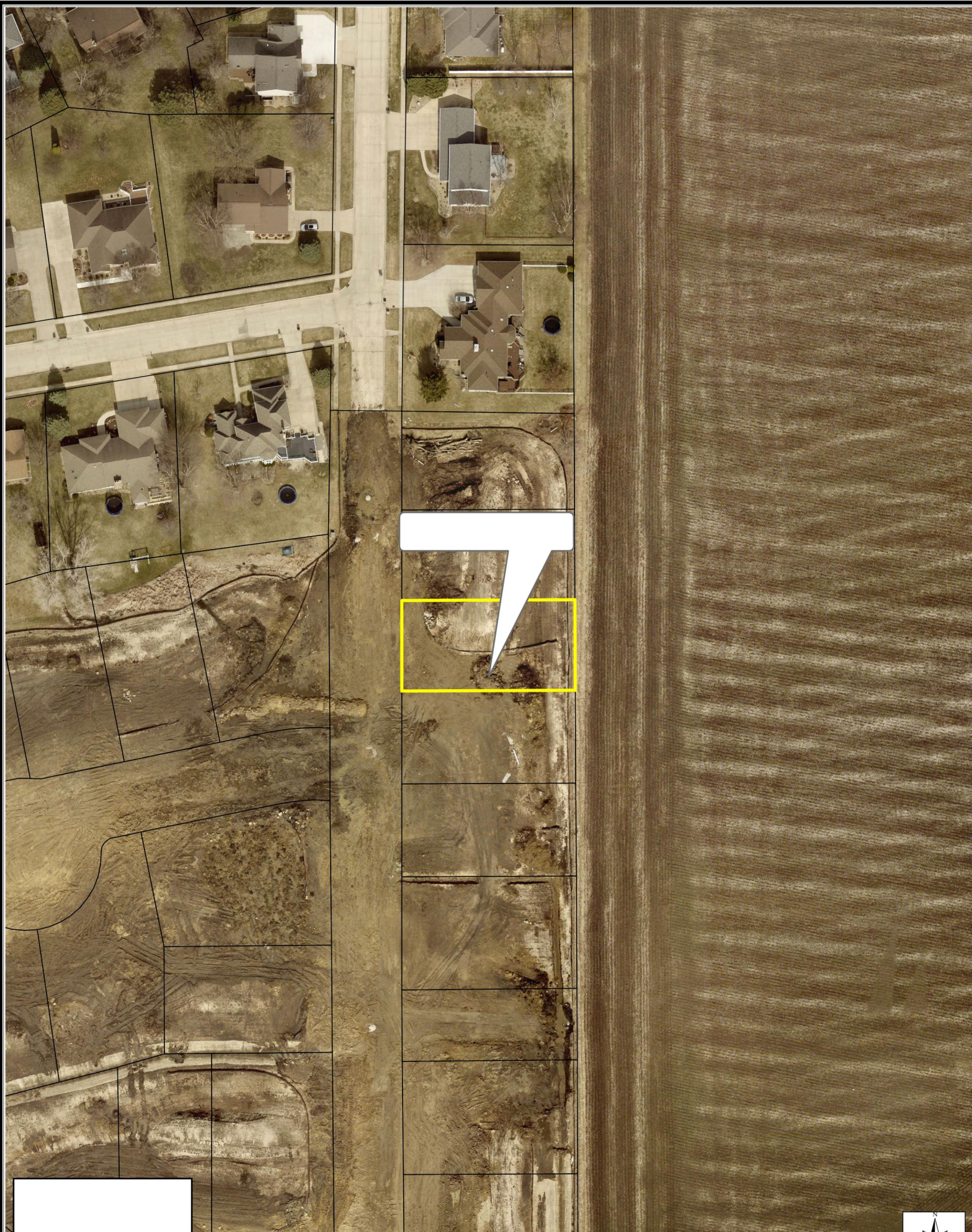
CITY OF WATERLOO

____ 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 the request by 3 Stooges, LLC, for tax exemptions on a new warehouse building valued at \$1,100,000.00, for property located at 1325 David Street, and located in the Consolidated Urban Revitalization Area (CURA).

City Council Meeting: 7/5/2022

Prepared: 2/8/2022

ATTACHMENTS:

Description	Type
▣ CURA 1325 David St Form	Backup Material
▣ CURA 1325 David St Map	Backup Material

SUBJECT:

Resolution approving the request by 3 Stooges, LLC, for tax exemptions on a new warehouse building valued at \$1,100,000.00, for property located at 1325 David Street, and located in the Consolidated Urban Revitalization Area (CURA).

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Approval.

Recommended Action:

Summary Statement:

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.

Data/Analysis and Strategies:

Strategy 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).

Expenditure Required/Source of None
Funds:

Legal Descriptions:

Except any legal Highways, All that part of the Northwest Quarter of the Southeast Quarter of Section No. Fourteen (14), Township No. Eight-nine (89) North, Range No. Thirteen (13) West of the Fifth (5th) Principal Meridian in the City of Waterloo, Iowa, that lies North of the North line of Parker Street and Northeasterly of the North-easterly line of the right-of-way of the Illinois Central Gulf Railroad Company formerly the Illinois Central Railroad and West of the west line of the right-of-way of the Waterloo Railroad Company formerly the Waterloo, Cedar Falls and Northern Railroad, except the North One Hundred Fifty (150) feet thereof.



For Office Use Only

Date Received: 6/20/22
 Received by: AM
 Staff to make a copy for applicant

CONSOLIDATED URBAN REVITALIZATION AREA

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

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

1. At least a 10% improvement to the value of the residential property. At least a 15% improvement to the value of commercial property if a building was previously on the site. If commercial property was previously vacant, all actual value added by the improvements is eligible for tax exemption.
2. Be located within the CURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
3. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.

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

NAME: 3 Stooges LLC SIGNATURE: [Signature]
 ADDRESS: P.O. Box 203 Waterloo IA EMAIL: Chris@CRFRE.com
 TELEPHONE: 319-830-5000 50704 DATE: 6/20/22

A. What is the Address of the property being improved? 1325 David St Waterloo

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

Unplatted WLOO East All that PT OF NW SE SEC 14 T 89 R 13

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

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

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

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

Warehouse building (New construction)

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

DO NOT Write Below this line -- Office Use Only

E. City of Waterloo Building and Inspections Department Information:

Permit Number: 18967 Date permit was issued: 12/9/21 Total permit(s) valuation: 1.1 million

F. What was the cost of the improvement? 1.1 million

G. Estimated or actual date of completion of these improvements? June 2022

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

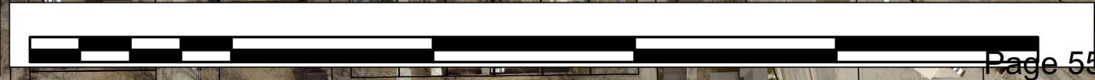
Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

CITY OF WATERLOO OFFICE USE ONLY

APPROVED _____ DATED: _____ RESOLUTION NO: _____
 DENIED _____

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

APPROVED _____ DATED: _____
 DENIED _____
 T.J. Koenigsfeld
 Black Hawk County Assessor



CITY OF WATERLOO

Council Communication

Resolution approving a McElroy Trust Grant Agreement, for a grant award 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: 7/5/2022

Prepared: 6/22/2022

ATTACHMENTS:

Description	Type
□ GrantAgreementMcElroy	Backup Material

SUBJECT: Resolution approving a McElroy Trust Grant Agreement, for a grant award 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 \$1million payable as \$200,000 per year for 5 years for a major improvements project at Gates and Byrnes Parks. This project was presented to Council in a work session and subsequently endorsed by City Council

Neighborhood Impact: This project will positively impact the neighborhoods surrounding Gates and Byrnes Parks.

Expenditure Required/Source of Funds: The total project cost is estimated at \$16 million. \$6.5 million has previously been awarded from Black Hawk County Gaming Association for this project. Many other grant requests are currently under consideration. \$4.5 million is being programmed in the City of Waterloo CIP program for this project over several years.

Follow Up

 Collaborate 0

Transforming Gates & Byrnes Parks

Process: Internal Requests

Contact Info

Request

\$ Award Details

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

Project summary

Please see the application request under the documents tab for this information.

320 characters left of 400

Amount Awarded

\$ 1,000,000.00

Special terms and conditions

1,000 characters left of 1,000

GRANT TERMS

- To submit a report by the due date on what has been accomplished.
- To use funds only for the purposes designated and not to use the funds for any purposes prohibited by law, including those purposes designated in Section 4945 of the Internal Revenue Code.
- To repay any portion of the grant which is not used for the designated purposes.
- To permit the McElroy Trust, at its request, to have complete access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant.
- To give the McElroy Trust ninety days prior written notice if there is a change in status as a tax-exempt organization as recognized by the determination letter from the Internal Revenue Service.
- Not to amend the Articles of Incorporation nor to do anything that is inconsistent with the charitable purposes contained in the Articles of Incorporation.
- That the total amount of this grant or any payment thereof may be discontinued, modified, or withheld at any time when, in the judgment of the McElroy Trust, such action is necessary to comply with the requirements of the law.

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, Title, and Date in the spaces 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*

Paul Huting

Title*

Leisure Services Director

Date*

 06/23/2022

 Due by 06/30/2022.

Save Follow Up

Submit Follow Up

CITY OF WATERLOO

Council Communication

Resolution approving submission of the Iowa Grade Crossing Surface Repair Fund application, along with Iowa Northern Railway Co., to the Iowa Department of Transportation, in conjunction with the Jefferson Street Railroad Crossing Surface Repair Project, with the City's share being the cost of traffic control and twenty-percent of the construction cost, and authorizing the Mayor to execute said document.

City Council Meeting: 7/5/2022

Prepared: 6/22/2022

ATTACHMENTS:

Description	Type
▣ IDOT_Jefferson St Crossing Repair app	Backup Material

SUBJECT:

Resolution approving submission of the Iowa Grade Crossing Surface Repair Fund application, along with Iowa Northern Railway Co., to the Iowa Department of Transportation, in conjunction with the Jefferson Street Railroad Crossing Surface Repair Project, with the City's share being the cost of traffic control and twenty-percent of the construction cost, and authorizing the Mayor to execute said document.

Submitted by:

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

Recommended Action:

City staff meet with Iowa Northern staff to review and rank the Iowa Northern crossings in Waterloo to prioritize repairs for the coming years. These three crossings (along with the North Elk Run Road and Newell Street crossings which are in the County) are considered the most in need of repair in the Waterloo area. If selected, the Northern Iowa and the City would then enter into an agreement with the Iowa DOT to fund and perform the crossings repairs.

Summary Statement:

The total estimated construction repair costs for each crossing are:

<i>11th Street</i>	<i>\$164,500</i>
<i>Jefferson Street</i>	<i>\$105,300</i>
<i>Mulberry Street</i>	<i>\$102,200</i>

The City's portion is the traffic control costs + 20% of the cost of construction for each crossing.

Neighborhood Impact:

Implementation, Accountability, Local Option Sales Tax revenue and Communication:

Expenditure Required/Source of Funds:

Iowa Grade Crossing Surface Repair Fund Application

Form 291302
(07-17)

Completed by (choose one): ☒ City ☐ County

Is a COOP involved? ☐ Yes ☒ No

This notice is to inform the Office of Rail Transportation of the Iowa Department of Transportation that the

City of Waterloo and the
(Highway Authority)

Iowa Northern Railway co. are submitting this
(Railroad)

application to use the Iowa Grade Crossing Surface Repair Fund for reconstruction of the crossing located at

Jefferson Street	Waterloo	Black Hawk	200786V
Street Name	City	County	(FRA#)

General scope of project:

Number of tracks to be repaired: 1

Number of tracks to be removed: 0

Crossing Width (or surface material width): 97 ft.

(width includes footage curb to curb, thru sidewalks, recreational trails, or shoulders)

Sidewalks by quadrant (enter 1, 2, 3 or 4) 4

Proposed surface material: Concrete

Preliminary Cost Estimate:

Labor: \$18,000.00

Material: \$73,000.00

Equipment: \$9,300.00

Approach work: \$5,000.00

Total \$105,300.00

Use of this document is to reserve a place on the Iowa Grade Crossing Surface Repair Fund waiting list. Prior to writing an agreement, a field review with the railroad, highway jurisdiction, and Iowa Department of Transportation will be held to agree on the details of work to be performed. The highway authority and railroad must agree to each pay 20 percent of the total project cost.

Highway Authority

Name (Sign in Ink) (Title)

Name (Type) (e-Mail Address) (Date)

Railroad Representative

Name (Sign in Ink) Track Manager
(Title)

Rod Tudor rtudor@iowanorthern.com 5/31/2022
Name (Type) (e-Mail Address) (Date)

This form will then be sent to Kristopher Klop in the Office of Rail Transportation for review. For questions, e-mail Kris at: Kristopher.Klop@iowadot.us or call 515-239-1108.

Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the state of Iowa that are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the state's mechanism for requiring 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). Submit additional pages as necessary.

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

Describe the positive impact expected from this project.

Indicate which group is impacted:

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

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

Describe the negative impact expected from this project.

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation with 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 **negative** impact on minority persons.

Present the rationale for determining no impact:

This project involves the repair of existing infrastructure, for the benefit of the traveling public in general.

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

 (Highway Authority Name)
 Rod Tudor
 (Railroad Representative Name)

 (Highway Authority Title)
 Track Manager
 (Railroad Representative Title)

Definitions

Minority Persons," as defined in Iowa Code Section 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code Section 15.102, subsection 7, paragraph "b," subparagraph (1):

b. As used in this subsection:

(1) "Disability" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"Disability" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the state of Iowa.

CITY OF WATERLOO

Council Communication

Resolution approving submission of the Iowa Grade Crossing Surface Repair Fund application, along with Iowa Northern Railway Co., to the Iowa Department of Transportation, in conjunction with the Mulberry Street Railroad Crossing Surface Repair Project, with the City's share being the cost of traffic control and twenty-percent of the construction cost, and authorizing the Mayor to execute said document.

City Council Meeting: 7/5/2022

Prepared: 6/22/2022

ATTACHMENTS:

Description	Type
▣ IDOT_Mulberry St Crossing Repair app	Backup Material

SUBJECT:

Resolution approving submission of the Iowa Grade Crossing Surface Repair Fund application, along with Iowa Northern Railway Co., to the Iowa Department of Transportation, in conjunction with the Mulberry Street Railroad Crossing Surface Repair Project, with the City's share being the cost of traffic control and twenty-percent of the construction cost, and authorizing the Mayor to execute said document.

Submitted by:

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

Recommended Action:

City staff meet with Iowa Northern staff to review and rank the Iowa Northern crossings in Waterloo to prioritize repairs for the coming years. These three crossings (along with the North Elk Run Road and Newell Street crossings which are in the County) are considered the most in need of repair in the Waterloo area. If selected, the Northern Iowa and the City would then enter into an agreement with the Iowa DOT to fund and perform the crossings repairs.

Summary Statement:

The total estimated construction repair costs for each crossing are:

<i>11th Street</i>	<i>\$164,500</i>
<i>Jefferson Street</i>	<i>\$105,300</i>
<i>Mulberry Street</i>	<i>\$102,200</i>

The City's portion is the traffic control costs + 20% of the cost of construction for each crossing.

Neighborhood Impact:

Implementation, Accountability, Local Option Sales Tax revenue and Communication:

Expenditure Required/Source of Funds:

Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the state of Iowa that are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the state's mechanism for requiring 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). Submit additional pages as necessary.

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

Describe the positive impact expected from this project.

Indicate which group is impacted:

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

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

Describe the negative impact expected from this project.

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation with 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 **negative** impact on minority persons.

Present the rationale for determining no impact:

This project involves the repair of existing infrastructure, for the benefit of the traveling public in general.

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

(Highway Authority Name)

Rod Tudor

(Railroad Representative Name)

(Highway Authority Title)

Track Manager

(Railroad Representative Title)

Definitions

Minority Persons," as defined in Iowa Code Section 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code Section 15.102, subsection 7, paragraph "b," subparagraph (1):

b. As used in this subsection:

(1) "Disability" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"Disability" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the state of Iowa.

CITY OF WATERLOO

Council Communication

Resolution approving submission of the Iowa Grade Crossing Surface Repair Fund application, along with Iowa Northern Railway Co., to the Iowa Department of Transportation, in conjunction with the 11th Street Railroad Crossing Surface Repair Project, with the City's share being the cost of traffic control and twenty-percent of the construction cost, and authorizing the Mayor to execute said document.

City Council Meeting: 7/5/2022

Prepared: 6/22/2022

ATTACHMENTS:

Description	Type
□ IDOT_11th St Surface Repair app	Backup Material

SUBJECT:

Resolution approving submission of the Iowa Grade Crossing Surface Repair Fund application, along with Iowa Northern Railway Co., to the Iowa Department of Transportation, in conjunction with the 11th Street Railroad Crossing Surface Repair Project, with the City's share being the cost of traffic control and twenty-percent of the construction cost, and authorizing the Mayor to execute said document.

Submitted by:

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

Recommended Action:

City staff meet with Iowa Northern staff to review and rank the Iowa Northern crossings in Waterloo to prioritize repairs for the coming years. These three crossings (along with the North Elk Run Road and Newell Street crossings which are in the County) are considered the most in need of repair in the Waterloo area. If selected, the Northern Iowa and the City would then enter into an agreement with the Iowa DOT to fund and perform the crossings repairs.

Summary Statement:

The total estimated construction repair costs for each crossing are:

<i>11th Street</i>	<i>\$164,500</i>
<i>Jefferson Street</i>	<i>\$105,300</i>
<i>Mulberry Street</i>	<i>\$102,200</i>

The City's portion is the traffic control costs + 20% of the cost of construction for each crossing.

Neighborhood Impact:

Implementation, Accountability, Local Option Sales Tax revenue and Communication:

Expenditure Required/Source of Funds:

**Iowa Grade Crossing
Surface Repair Fund Application**Form 291302
(07-17)Completed by (choose one): ☒ City ☐ CountyIs a COOP involved? ☐ Yes ☒ No

This notice is to inform the Office of Rail Transportation of the Iowa Department of Transportation that the

City of Waterloo and the
(Highway Authority)Iowa Northern Railway co. are submitting this
(Railroad)

application to use the Iowa Grade Crossing Surface Repair Fund for reconstruction of the crossing located at

11th Street Waterloo Black Hawk 607576J
Street Name City County (FRA#)**General scope of project:**

Number of tracks to be repaired: 1

Number of tracks to be removed: 0

Crossing Width (or surface material width): 140 ft.

(width includes footage curb to curb, thru sidewalks, recreational trails, or shoulders)

Sidewalks by quadrant (enter 1, 2, 3 or 4) 4

Proposed surface material: Concrete

Preliminary Cost Estimate:

Labor: \$29,500.00

Material: \$105,000.00

Equipment: \$13,500.00

Approach work: \$16,500.00

Total \$164,500.00

Use of this document is to reserve a place on the Iowa Grade Crossing Surface Repair Fund waiting list. Prior to writing an agreement, a field review with the railroad, highway jurisdiction, and Iowa Department of Transportation will be held to agree on the details of work to be performed. The highway authority and railroad must agree to each pay 20 percent of the total project cost.

Highway Authority

Name (Sign in Ink) (Title)

Name (Type) (e-Mail Address) (Date)

Railroad RepresentativeName (Sign in Ink) Track Manager
(Title)Rod Tudor rtudor@iowanorthern.com 5/31/2022
Name (Type) (e-Mail Address) (Date)

This form will then be sent to Kristopher Klop in the Office of Rail Transportation for review. For questions, e-mail Kris at: Kristopher.Klop@iowadot.us or call 515-239-1108.

Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the state of Iowa that are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the state's mechanism for requiring 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). Submit additional pages as necessary.

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

Describe the positive impact expected from this project.

Indicate which group is impacted:

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

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

Describe the negative impact expected from this project.

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation with 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 **negative** impact on minority persons.

Present the rationale for determining no impact:

This project involves the repair of existing infrastructure, for the benefit of the traveling public in general.

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

(Highway Authority Name)

Rod Tudor

(Railroad Representative Name)

(Highway Authority Title)

Track Manager

(Railroad Representative Title)

Definitions

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- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the state of Iowa.

CITY OF WATERLOO

Council Communication

Resolution approving the renewal of workers compensation insurance with Safety National Casualty Corporation and transferring Third Party Administrator services to EMC Risk Services, LLC, for a total premium of \$234,600, together with the recommendation of approval of the Insurance Committee.

City Council Meeting: 7/5/2022

Prepared:

SUBJECT:

Resolution approving the renewal of workers compensation insurance with Safety National Casualty Corporation and transferring Third Party Administrator services to EMC Risk Services, LLC, for a total premium of \$234,600, together with the recommendation of approval of the Insurance Committee.

Submitted by:

Submitted By: Kelley Felchle, City Clerk

Recommended Action:

Approval.

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as July 18, 2022, to approve the 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, and instruct the City Clerk to publish notice.

City Council Meeting: 7/5/2022

Prepared: 6/22/2022

ATTACHMENTS:

Description	Type
☐ Council Packet	Backup Material
☐ Legal Description	Backup Material

SUBJECT:

Resolution setting date of public hearing as July 18, 2022, to approve the 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, and instruct the City Clerk to publish notice.

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Recommended Action:

Approval

Summary Statement:

Transmitted herewith is a resolution setting date of public hearing as July 18, 2022, to approve the request by 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, and instruct the City Clerk to publish notice.

The Planning and Zoning Commission voted unanimously to recommend approval of the request at their June 14, 2022 meeting.

Rezoning of the property to "C-1,C-Z" would not appear to have a negative impact on the area as the area is currently zoned for commercial uses.

The request would not appear to have a negative impact on vehicular or pedestrian traffic movements in the area. The site in question is served by Rooff Avenue which is considered a local street. There are no sidewalks along Rooff Avenue or Dearborn Avenue.

The Cedar Valley Lake Trail is 0.6 miles to the south of the area to be rezoned.

The proposed rezone area is currently zoned "C-1" Commercial District and has been zoned as such since the adoption of the Zoning Ordinance No.

2479 in 1969. Surrounding land uses and their zoning are as follows:
North - Residences and vacant land, zoned "C-1" Commercial District.
South and West - Canadian National Railroad and Dubuque Road
East - One single-family dwelling, zoned "C-1" Commercial District and Cedar Valley Mini Storage and existing A-Line EDS, zoned "M-1" Light Industrial District.

There would be screening required along the north property line to separate the residential uses from the warehouse. A 6' fence would be required between these uses.

The area to be rezoned is located within Zone AE, 100-year floodplain, which is a special flood hazard area as established by the Federal Emergency Management Association (FEMA) Flood Insurance Rate Map dated July 11, 2011. The proposed development will need to be elevated a minimum of 1 foot above the base flood elevation.

Neighborhood Impact:

The "C-Z" Conditional Zoning classification works to allow uses in unique locations or transitional sites between different land uses. Staff is in support of the request as an additional warehouse will provide storage for equipment necessary to the applicant's salvage yard business.

The warehouse will not have any employees. Road crews will pick up their equipment at this facility and go to their job sites. A warehouse requires two parking spaces per employee. With no employees at this site, no parking is required. However, there will be 6 parking spaces provided. The parking will be paved along with the approach to the site and the approach to the building.

At their June 14, 2022 meeting, the Planning, Programming and Zoning Commission voted unanimously to recommend approval of the rezone request.

Therefore, staff recommends that the 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 approved for the following reasons:

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

And subject to the following condition(s):

1. That the final site plan will meet all applicable city codes, regulations, etc. including, but not limited to parking, landscaping, drainage, etc.
2. That the layout of the site shall not be significantly changed from the attached site plan without going through the Site Plan Amendment approval process (minor site plan changes excluded).

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

Expenditure Required/Source of None

Funds:

Lot No 45 in Sunshine Subdivision in Black Hawk County, Iowa except that part conveyed to the City of Waterloo, IA in 569 CLD 648;

And

The North 30 feet in even width of Lot No 31 in Sunshine Subdivision in Black Hawk County, Iowa;

And

Lot No 27 in Sunshine Subdivision in Black Hawk County, Iowa, except that part thereof described as: beginning at a point on Southwesterly line of Said Lot No 27 that is 25.0 feet Northwesterly of most Southerly corner of said Lot No 27; thence Southeasterly to the most Southerly corner of said Lot 27; thence North along the East line of said Lot No 27 90.0 feet; thence Southwesterly along a straight line to the point of beginning;

Legal Descriptions:

And

Lot Nos 28, 29, 30 and the South 20 feet in even width of Lot No 31 all in Sunshine Subdivision in Black Hawk County, IA;

And

Lot Nos 32, 33, and 34 all in Sunshine Subdivision in Black Hawk County, IA.

REQUEST: 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 truck maintenance facility located south of 722 Dearborn Avenue.

APPLICANT: A-Line EDS Inc., 808 Dearborn Avenue, Waterloo, Iowa, 50703

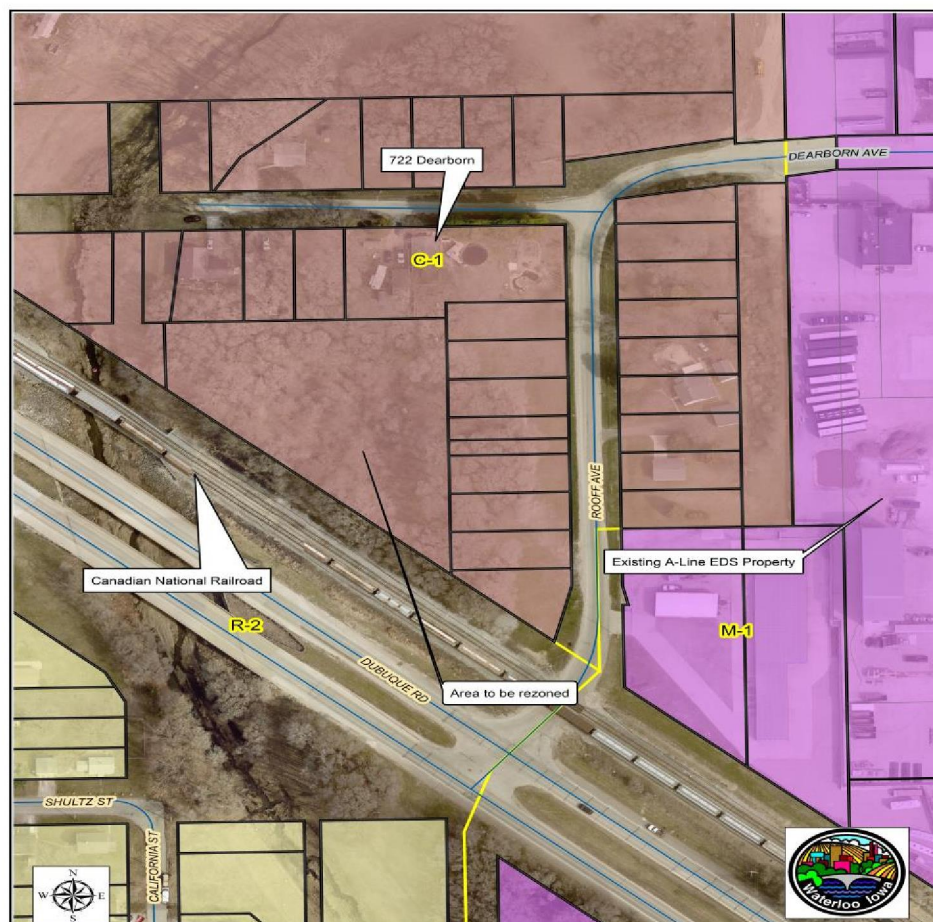
GENERAL DESCRIPTION: The applicant is requesting to rezone the site in question to allow for the construction of a 24,000 warehouse to store and repair equipment used by A-Line EDS.

IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE: The site is predominately surrounded by vacant lots and residences with the existing A-Line EDS facility and mini storage company. Rezoning of the property to “C-1,C-Z” would not appear to have a negative impact on the area as the area is currently zoned for commercial uses.

VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS: The site in question is served by Roof Avenue which is considered a local street. There are no sidewalks along Roof Avenue or Dearborn Avenue.

RELATIONSHIP TO RECREATIONAL TRAIL PLAN: The Cedar Valley Lakes Trail is 0.6 miles to the south of the area to be rezoned.

ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:



The proposed rezone area is currently zoned “C-1” Commercial District and has been zoned as such since the adoption of the Zoning Ordinance No. 2479 in 1969. Surrounding land uses and their zoning are as follows:

North – Residences and vacant land, zoned “C-1” Commercial District.

South – Canadian National Railroad and Dubuque Road

East – One single-family dwelling, zoned “C-1” Commercial District and Cedar Valley Mini Storage and existing A-Line EDS, zoned “M-1” Light Industrial District.

West – Canadian National Railroad and Dubuque Road

DEVELOPMENT HISTORY:

The area is composed of primarily vacant land with a few residences built between 1929 and 1980 and Cedar Valley Mini Storage to the east built in 2004, and several industrial uses.

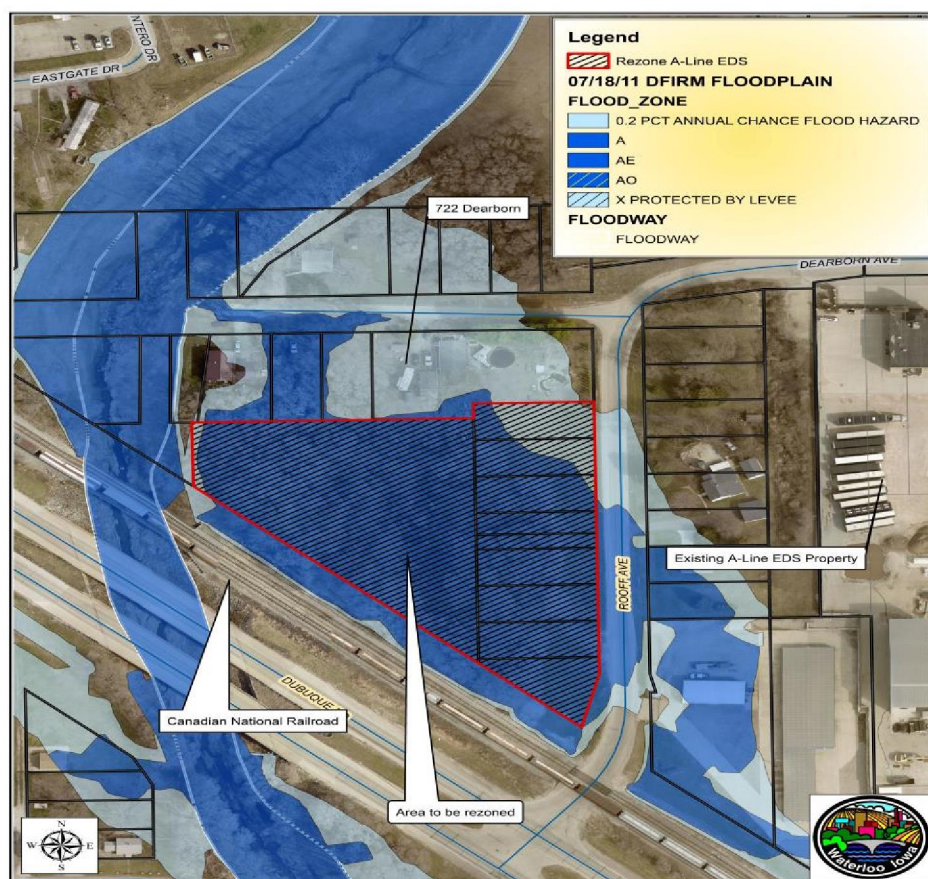
BUFFERS/ SCREENING:

There would be screening required along the north property line to separate the residential uses from the warehouse. A 6’ fence would be required between these uses.

DRAINAGE:

Rezoning of the property for the addition of a 24,000 square foot warehouse would require a drainage plan.

FLOODPLAIN:



The area to be rezoned is located within Zone AE, 100-year floodplain, which is a special flood hazard area as established by the Federal Emergency Management Association (FEMA) Flood Insurance Rate Map dated July 11, 2011. The proposed development will need to be elevated to a minimum of 1 foot above the base flood elevation.

**PUBLIC /OPEN
SPACES/ SCHOOLS:**

Highland Elementary School is located approximately 0.4 miles to the north of the site in question. East High School is located 1.5 miles to the northwest.

**UTILITIES: WATER,
SANITARY SEWER,
STORM SEWER**

A 36" Sanitary Sewer line is located within Roof Avenue. Power lines are located along Roof Avenue and Dearborn Avenue.

**RELATIONSHIP TO
COMPREHENSIVE
LAND USE PLAN:**

The Future Land Use Map designates this area as Industrial. This rezone request is in conformance with the Future Land Use Map and Comprehensive Plan for this area. The site is located within the Primary Growth Area.

**STAFF ANALYSIS –
ZONING
ORDINANCE:**

The "C-Z" Conditional Zoning classification works to allow uses in unique locations or transitional sites between different land uses. Staff is in support of the request as an additional warehouse will provide storage for equipment necessary to the applicant's salvage yard business.

At Tech Review Weliver noted the building will probably need to be sprinkled and there should be aerial access depending on the height of the building. Ahlhelm mentioned stamped building plans will be required.



Picture 1: Looking southwest toward 722 Dearborn with the rezone area beyond.



Picture 2: Looking north from Dubuque Road and Roof Street toward the rezoning area.



Picture 3: Storage complex located to the east of the proposed rezone area.

**STAFF ANALYSIS –
SUBDIVISION
ORDINANCE:**

**STAFF
RECOMMENDATION:**

There is no platting required for this request.

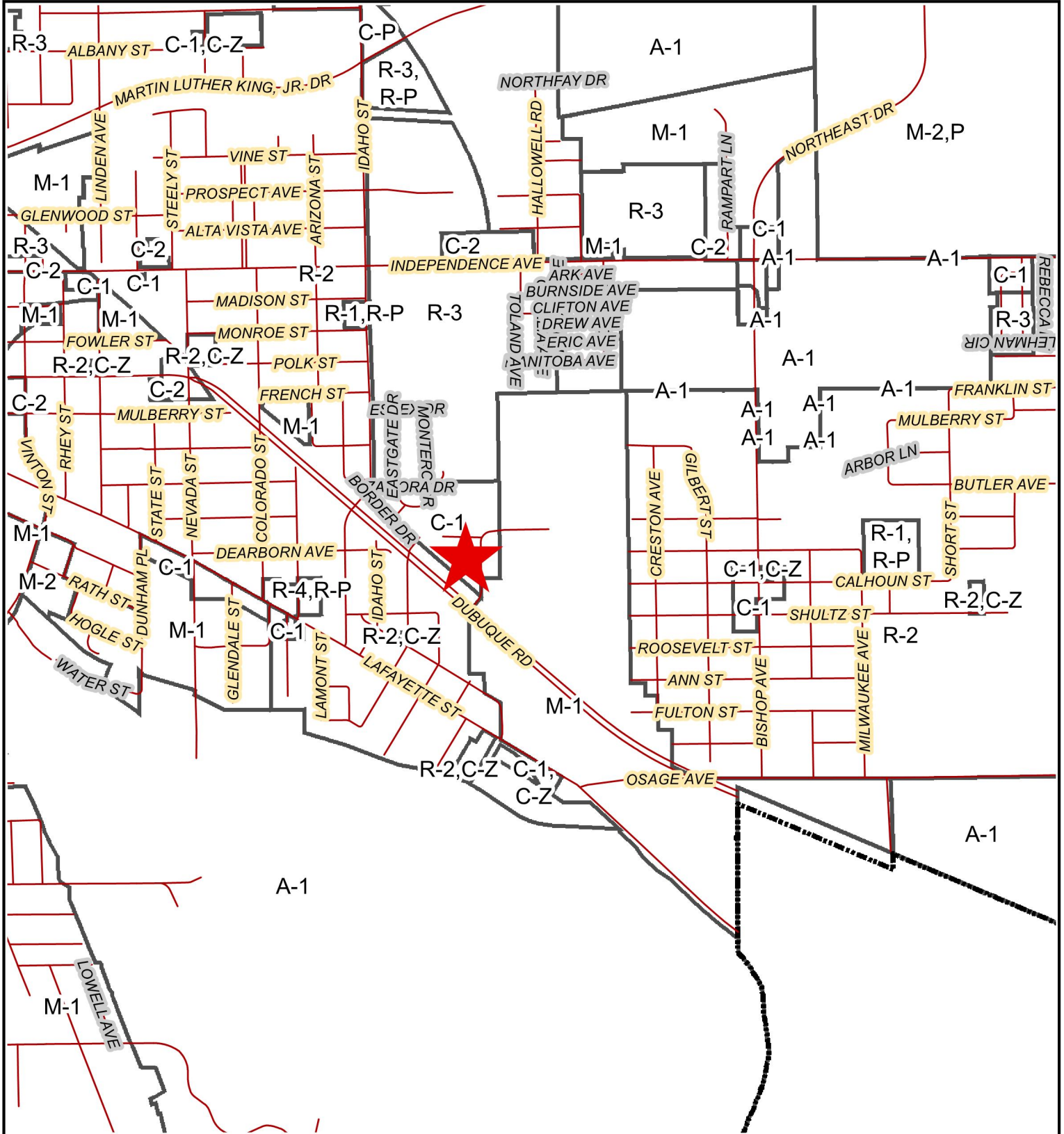
Therefore, staff recommends the request by A-Line EDS to rezone approximately 2.58 acres from “C-1” Commercial District to “C-1,C-Z” Conditional Zoning District, to allow for the development of a 24,000 square foot warehouse and truck maintenance facility located south of 722 Dearborn Avenue be approved for the following reasons:

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

And subject to the following condition(s):

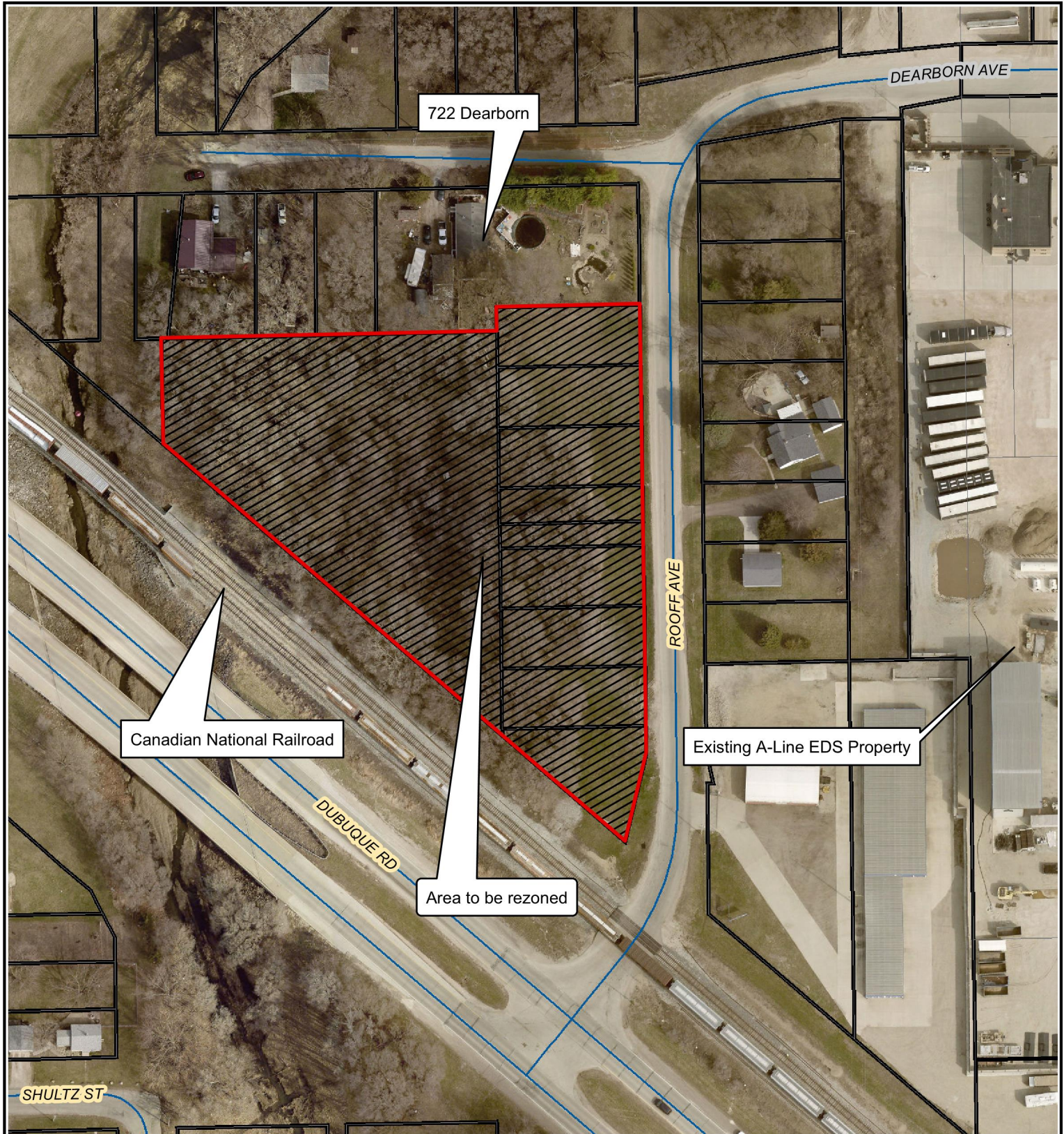
1. That the final site plan will meet all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, drainage, etc.

City of Waterloo Planning, Programming and Zoning Commission
June 14, 2022



South of 722 Dearborn Rezone from "C-1" to "C-1, C-Z" A-Line EDS

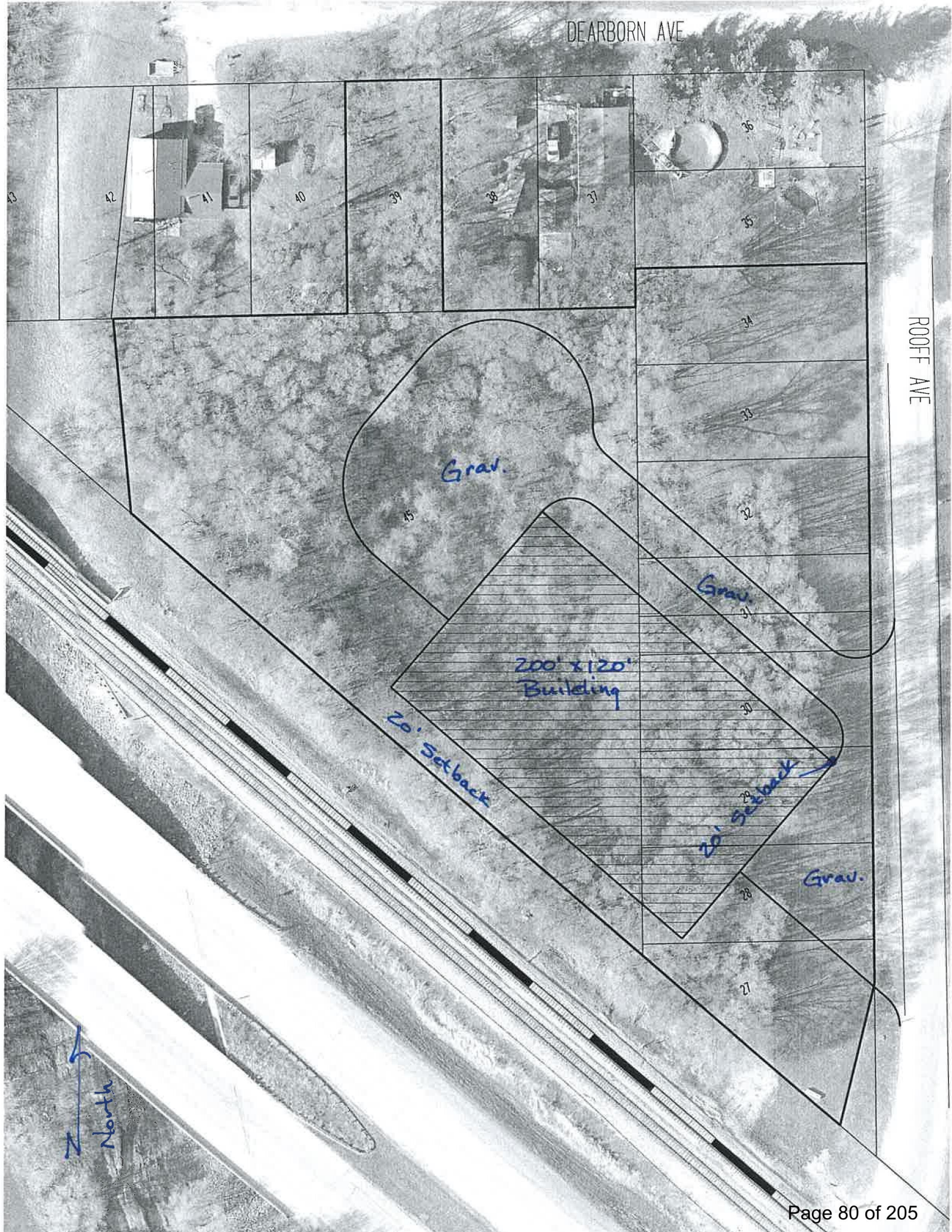
City of Waterloo Planning, Programming and Zoning Commission
June 14, 2022



South of 722 Dearborn
Rezone from "C-1" to "C-1, C-Z"
A-Line EDS

DEARBORN AVE

ROOFF AVE



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

1. APPLICATION INFORMATION:

- a. Applicant's name (please print): A-Line EOS, Inc.
Address: 808 Dearborn Ave Phone: (319) 232-3889 Fax: (319) 235-7032
City: Waterloo State: IA Zip: 50703
Email: bdejong@alineeos.com
- b. Status of applicant: (a) Owner ☒ (b) Other _____ (CHECK ONE): If other explain: _____
- c. Property owner's name if different than above (please print): _____
Address: _____ Phone: _____ Fax: _____
City: _____ State: _____ Zip: _____
Email: _____

2. PROPERTY INFORMATION:

- a. General location of property to be rezoned: 10 parcels to west of Ruff Ave
near 808 Dearborn Ave
- b. Legal description of property to be rezoned: SEE ATTACHED
- c. Dimensions of Proposed Zoning Boundary (Excluding Right of Way): 84 ft x 398 ft x 444 ft
- d. Area of Proposed Zoning Boundary (Excluding Right of Way): Approximately 2.53 acres
- e. Current zoning: C1 Requested zoning: M2, C-1, C-2
- f. Reason(s) for rezoning and proposed use(s) of property: Construction of 24,000 sq
ft warehouse to store equipment used by A-Line EOS
- g. Conditions (if any) agreed to: _____
- h. Other pertinent information (use reverse side if necessary): _____

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

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


Signature of Applicant

4/29/22
Date


Signature of Owner

4-29-22
Date

Lot No 45 in Sunshine Subdivision in Black Hawk County, Iowa except that part conveyed to the City of Waterloo, IA in 569 CLD 648;

And

The North 30 feet in even width of Lot No 31 in Sunshine Subdivision in Black Hawk County, Iowa;

And

Lot No 27 in Sunshine Subdivision in Black Hawk County, Iowa, except that part thereof described as: beginning at a point on Southwesterly line of Said Lot No 27 that is 25.0 feet Northwesterly of most Southerly corner of said Lot No 27; thence Southeasterly to the most Southerly corner of said Lot 27; thence North along the East line of said Lot No 27 90.0 feet; thence Southwesterly along a straight line to the point of beginning;

And

Lot Nos 28, 29, 30 and the South 20 feet in even width of Lot No 31 all in Sunshine Subdivision in Black Hawk County, IA;

And

Lot Nos 32, 33, and 34 all in Sunshine Subdivision in Black Hawk County, IA.

CITY OF WATERLOO

Council Communication

Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as July 21, 2022 and date of public hearing as August 1, 2022, in conjunction with the FY 2023 Sergeant Road Trail Bridges No. 2 and No. 3 Replacement, Contract No. 1070, and instruct the City Clerk to publish notice.

City Council Meeting: 7/5/2022

Prepared: 6/22/2022

SUBJECT:

Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as July 21, 2022 and date of public hearing as August 1, 2022, in conjunction with the FY 2023 Sergeant Road Trail Bridges No. 2 and No. 3 Replacement, Contract No. 1070, and instruct the City Clerk to publish notice.

Submitted by:

Submitted By: Oumie Ceesay, Associate Engineer

Summary Statement:

Plans prepared by the City Engineer's Office.

Expenditure Required/Source of TBD

Funds:

CITY OF WATERLOO

Council Communication

Resolution approving specifications and bid document, setting date of bid opening as July 14, 2022 and the date of public hearing as July 18, 2022 in conjunction with the FY 2023 Asphalt Emulsions for the City's Seal Coating Program, and instruct the City Clerk to publish notice.

City Council Meeting: 7/5/2022

Prepared: 6/30/2022

ATTACHMENTS:

Description	Type
□ specifications and Bid Proposal	Backup Material

SUBJECT: Resolution approving specifications and bid document, setting date of bid opening as July 14, 2022 and the date of public hearing as July 18, 2022 in conjunction with the FY 2023 Asphalt Emulsions for the City's Seal Coating Program, and instruct the City Clerk to publish notice.

Submitted by: Submitted By: Randy Bennett, Public Works Division Manager

Recommended Action: Recommend Approval

Summary Statement: This program consists of cold, in-place mixture of liquid emulsified asphalt with crushed hot mix product.
Emulsified asphalt is used in our annual recycled paving program for unimproved streets.

Expenditure Required/Source of Funds: Estimated -\$215,000.00

Local Option Sales Tax - 205-19-7110-1513



City of Waterloo
Public Works Division

SPECIFICATIONS AND BID PROPOSAL
ASPHALT EMULSIONS
CITY OF WATERLOO, IOWA

PREAMBLE:

The undersigned being a corporation/limited partnership existing under the laws of the State of Iowa; a partnership consisting of the following partners: _____, or an individual doing business as _____, being familiar with the specifications affecting the cost of this commodity, hereby offers to furnish said commodity in accordance with the conditions and specifications provided herein.

SUBMISSION OF BIDS AND OPENING:

Sealed bid proposals will be received by the City of Waterloo City Clerk's Office, 715 Mulberry Street, Waterloo, Iowa 50703, until 1:00 pm, local time, on Thursday, the 14th day of July 2022. Any bid submitted after the specified time shall be rejected. Bids will be publicly opened and read aloud at the bid opening in the First Floor Conference Room, City Hall, 715 Mulberry Street, Waterloo, Iowa 50703 at 1:00pm, July 14, 2022.

SPECIFICATIONS:

The City of Waterloo is seeking competitive price quotes on emulsified asphalt to be used in our recycled asphalt paving program. This program consists of cold, in-place mixing of liquid emulsified asphalt with crushed hot mix product. The in-place mixture is then blade-spread and compacted in place.

The bidder guarantees to provide product complying with the Specifications set forth under the conditions outlined in Section 4140 of the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2009, ASTM D-977, or AASHTO M-140, as related.

MINIMUM quantities and **MAXIMUM** quantities are listed below:

A. <u>Product</u>	<u>Minimum Quantity</u>	<u>Maximum</u>
a. HFMS 2S (Oiling)	1,760 Gallons	5,000 Gallons
b. CRS-2P (Seal Coating)	940 Gallons	65,000 Gallons
c. CSS-1 Dilute / 3:1 (Fog Sealing)	236 Gallons	32,000 Gallons

B. Measurement

The net quantity in gallons will be determined from delivery tickets supplied with each individual truck load. Each truck load shall be delivered with a producer's scale ticket showing gross, tare and net weights converted to net gallons. The Contracting Authority reserves the right to re-weigh any or all trucks at the expense of the contracting authority to verify amounts. Net weights within 0.5% shall remain unadjusted. If the net weight varies more than 0.5%, the destination weight will be used.

C. Delivery

The quoted price shall include delivery to the City of Waterloo storage facility located at 2300 Commercial Street, Waterloo, Iowa. The City reserves the right to off-load directly from the delivery vehicle onto our distributor or into the City's storage tank at this location, or request placement of tanker from which to make distribution. The City may request placement of storage unit from which to load into distributor.

Individual loads may be directed to the actual work site with the corporate limits of Waterloo for off-loading at that location. A total off-loading allowance of not to exceed four (4) hours from the requested delivery time shall be allowed. Any trucking or demurrage for this four-hour, off-loading time shall be included in the unit price for the products. Delivery shall be made by standard semi-tractor tanker load. Deliveries will normally be requested between 7:00am and 3:00pm, Monday through Friday. Delivery time upon receipt of a call for delivery shall not exceed 72 hours.

D. Calls for Delivery

Calls for delivery shall be made by the City of Waterloo Street Department during normal business hours, Monday through Friday. Calls will be made to the location supplied by the bidder. Notice of changes in the call number or location must be made in writing prior to the effective time of the change.

E. Payment

Payment will be made within thirty (30) days of receipt of a proper invoice for the material delivered. Invoices should be directed to:

City of Waterloo
Public Works Division
625 Glenwood Street
Waterloo, Iowa 50703

BID PRICES:

The bidder proposes to meet or exceed the above specifications for the following price:

<u>PRODUCT</u>	<u>MINIMUM BID QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
HFMS-2S	1,760 Gallons	\$_____	\$_____
CRS-2P	940 Gallons	\$_____	\$_____
CSS-1 DILUTE/3:1	236 Gallons	\$_____	\$_____

<u>PRODUCT</u>	<u>MAXIMUM BID QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
HFMS-2S	5,000 Gallons	\$_____	\$_____
CRS-2P	65,000 Gallons	\$_____	\$_____
CSS-1 DILUTE/3:1	32,000 Gallons	\$_____	\$_____

REJECT:

The City reserves the right to reject any or all bids.

CANCELLATION:

The successful bidder understands that the Contracting Authority may cancel this Agreement, with thirty (30) days notice, if he/she has knowledge that all conditions as stated in this Bid Proposal have not been fulfilled.

The Bidder, having fully read this document, hereby acknowledges that this Bid Proposal completely reflects the total bid as contained herein.

Name of Company

Address

By: (Signature)

Telephone

Title

Date

CITY OF WATERLOO

Council Communication

Resolution authorizing an exception to the City of Waterloo's Purchasing Procedure to approve the roof replacement on the administrative section of the Public Works Facility, in the amount of \$114,905.70, from Cedar River Construction LLC of Waverly, Iowa.

City Council Meeting: 7/5/2022

Prepared: 6/30/2022

ATTACHMENTS:

Description	Type
☐ roof bids	Backup Material
☐ roof bid	Backup Material
☐ roof bid	Backup Material

SUBJECT:

Resolution authorizing an exception to the City of Waterloo's Purchasing Procedure to approve the roof replacement on the administrative section of the Public Works Facility, in the amount of \$114,905.70, from Cedar River Construction LLC of Waverly, Iowa.

Submitted by: Submitted By: Randy Bennett, Public Works Division Manager

Recommended Action: Approve Resolution

Summary Statement: The current roof is a rubber base being replaced with metal. The rubber ribs and triangle snow stops have failed and are sliding off of the roof causing a safety hazard - especially during the winter months - to vehicles parked in the lot, along with patrons and employees walking in the parking lot entering the building.

Expenditure Required/Source of \$114,905.70 GO Bond Funding
Funds:

Cedar River Construction LLC

1821 Garden Ave

Waverly, Iowa 50677

319-327-4473

henryder8@gmail.com

Estimate

Date;

6/24/2022

QUOTE NO.

5632

Estimate for:

City of Waterloo
625 Glenwood Street
Waterloo , Iowa 50703

Project:

metal roof

DESCRIPTION	QTY	UNIT PRICE	TOTAL
10765 sq. ft. Public Works building roof			0.00
remove rubber ribs from existing roof			0.00
new vertical seamless 22ga ,18" metal panels(color?)7435 L.FT.	7435	12.58	93532.30
double locked seams			0.00
8" fastenal flat head screw for metal clips	4000	0.89	3560.00
two rows titan snow rail system color to match metal panels	378	24.25	9166.50
all new eave trim, wall flashing and end caps to match steel panels	555	15.58	8646.90
will need parking lot and sidewalks blocked for this project			0.00
project start to finished estimated three weeks			0.00
			0.00
permits paid by Public Works			0.00
electric provided by Public Works			

all prices are subject to change
depending on material chosen

25% payment required before start date

The above,specifications and conditions are satisfactory
and are hereby accepted

You are authorized to do the work specified

SUBTOTAL 114905.70

DISCOUNT 0.00

SUBTOTAL LESS DISCOUNT 114905.70

TAX RATE 0.00%

TOTAL TAX 0.00

SHIPPING/HANDLING 0.00

Date;

Authorized Signature;

Quote Total \$ 114,905.70



SPAHN & ROSE LUMBER CO.

P.O. Box 581 Jesup, IA 50648

Phone # 319-827-1448 FAX # 319-827-2020

DAMIAN FISCHELS/FREEMAN HELMUTH

CITY OF WATERLOO PUBLIC WORKS

319 269-4398

ITEM 1: STEEL & ACC & FELT (ALPHA FELT)

ITEM 2: 340 SHEETS 4X8-3/4 OSB

ITEM 3: RENT SEAMER

ITEM 4: 7000 10" SCREWS METAL TO METAL

ITEM 5: BUILDING PERMIT BY CITY

ITEM 6: LABOR FREEMAN HELMUTH

ITEM 7: RENTAL

ITEM 8: DUMPSTER

ITEM 9: PORTABLE BATHROOM

ITEM 10: MISC

\$194,734.40

NO TAX FOR CITY OF WATERLOO

BLACK HAWK ROOF COMPANY INC.
619 E. 19TH ST.
CEDAR FALLS, IA 50613
319-277-9355 FAX: 319-277-9360

PROPOSAL SUBMITTED TO: Damian Fischels

DATE: 6/10/22

PROJECT: Waterloo Public Works – SW sloped roof

BID NO.:

LOCATION: 625 Glenwood

BID PKG:

PHONE: 319-269-4398

ATTENTION:

ESTIMATING DEPT.

FAX/EMAIL: Damian.fischels@waterloo-ia.org

PROPOSAL #:

EST22-148

The undersigned proposes to furnish all material, labor and necessary equipment to complete the following: Roof approximately 11,812 square feet.

Please note certain qualifications and exclusions:

1. Remove existing single ply tpo ribs and dispose of at a legal dump site.
2. Install new 24 ga. prefinished 16" o.c. ribs standing seam metal roof system.
3. Install new perimeter edge metal flashings.
4. Install new reglet counter flashings at tilt up wall.
5. Existing gutter, downspouts and fascia trims to remain.
6. Color to be selected from manufacturer's standard color chart

All above work to be completed in a substantial and workmanlike manner.

For the sum of THREE HUNDRED FOUR THOUSAND TWO HUNDRED DOLLARS (\$ 304,200.00)

Payments to be made as follows monthly progress payments and 100% upon completion. This contract maybe void if not accepted within 30 days.

Qualifications and exclusions:

- Sales tax included
- No payment or performance bonds included
- No Snow or ice removal included
- No deck replacement included
- Existing membrane and insulation to remain

Respectfully submitted by:

Acknowledged acceptance of this proposal:

Mike Kerker

By: _____

Date: _____

CITY OF WATERLOO

Council Communication

Motion approving Change Order No. 2 with Vieth Construction Corporation of Cedar Falls, Iowa, for no increase to the project total, in conjunction with the Five Sullivan Brothers Plaza Renovation Project, and authorizing the Mayor to execute said document.

City Council Meeting: 7/5/2022

Prepared: 6/9/2022

ATTACHMENTS:

Description	Type
□ Change Order #2 - 5 Bros Plaza Reno	Backup Material

SUBJECT: Motion approving Change Order No. 2 with Vieth Construction Corporation of Cedar Falls, Iowa, for no increase to the project total, in conjunction with the Five Sullivan Brothers Plaza Renovation Project, and authorizing the Mayor to execute said document.

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

Recommended Action: Approval

Summary Statement: Cost to complete work - Memorial pedestal support rod-4" Nom. steel pipe .337 wall. \$3,969.00.
Please note this is being pulled from the Epoxy Coating Allowance, therefore no change to contract sum.

**AIA®****Document G701™ – 2017****Change Order**

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

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

CHANGE ORDER INFORMATION:
 Change Order Number: 002
 Date: June 8, 2022

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

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

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

THE CONTRACT IS CHANGED AS FOLLOWS:

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

A. Cost to complete work - Memorial pedestal support rod, 4" Nom.
 Steel pipe .337 wall (sched 80).....Add \$3,969.00

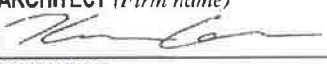
REDUCE SPECIFIED EPOXY COATING ALLOWANCE FROM \$55,050.00 TO \$51,081.00.
CONTRACT SUM REMAINS UNCHANGED.

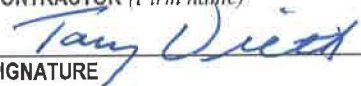
The original Contract Sum was	\$ 1,692,500.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,692,500.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order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

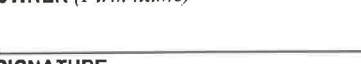
The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be September 2, 2022 (per Addenda #1).

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

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

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

SIGNATURE
 Nathan Compton, Architect/Project
 Manager
PRINTED NAME AND TITLE
 June 8, 2022
DATE

Vieth Construction Corporation
CONTRACTOR *(Firm name)*

SIGNATURE
 Tony Vieth, President
PRINTED NAME AND TITLE
 6/9/2022
DATE

City of Waterloo
OWNER *(Firm name)*

SIGNATURE
 Quentin Hart, Mayor
PRINTED NAME AND TITLE
DATE

CITY OF WATERLOO

Council Communication

Bonds.

City Council Meeting: 7/5/2022

Prepared:

ATTACHMENTS:

Description	Type
□ Bonds for council approval 07/05/2022	Backup Material

SUBJECT: Bonds.

CITY OF WATERLOO

Council Communication

Request by Union Development Holdings, LLC, for a 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.

City Council Meeting: 7/5/2022

Prepared: 6/13/2022

ATTACHMENTS:

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

SUBJECT:

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

HOLD HEARING - No comments on file.

Motion to close 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 construct a 180-unit affordable housing development in the “R-4,R-P” Planned Multiple Residence District located northwest of 4039 Homer 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 the "R-4,R-P" Planned Multiple Residence District to construct a 180-unit affordable housing development. The site plan shows 282 parking spaces. The Zoning Ordinance requires 2 spaces per unit, which would equate to 360 spaces required, however the Planned District allows for flexibility in parking requirements, and the applicants are requesting approval of the site with 282 parking spaces, 78 spaces less than what would normally be required.

Neighborhood Impact:

The proposed Site Plan Amendment will allow for the construction of five multi-family buildings which are three stories high and each building will contain 36 units that will be comprised of one-bedroom, two-bedroom, and three-bedroom apartments. When the City took ownership of the land, the site was rezoned to "R-4,R-P" Planned Multiple Residence to encourage the development of multi-family housing. Notice of the public hearing was sent to all property owners within 250 feet of the proposed development.

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

Community Engagement Methods: The Planning, Programming, and Zoning Commission held a public hearing on June 14th and voted unanimously to recommend approval of the request. Notice letters were sent out to all property owners on record within 250-feet of the proposed project.

Expenditure Required/Source of Funds: None

Legal Descriptions: Union Development Holdings, LLC 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.

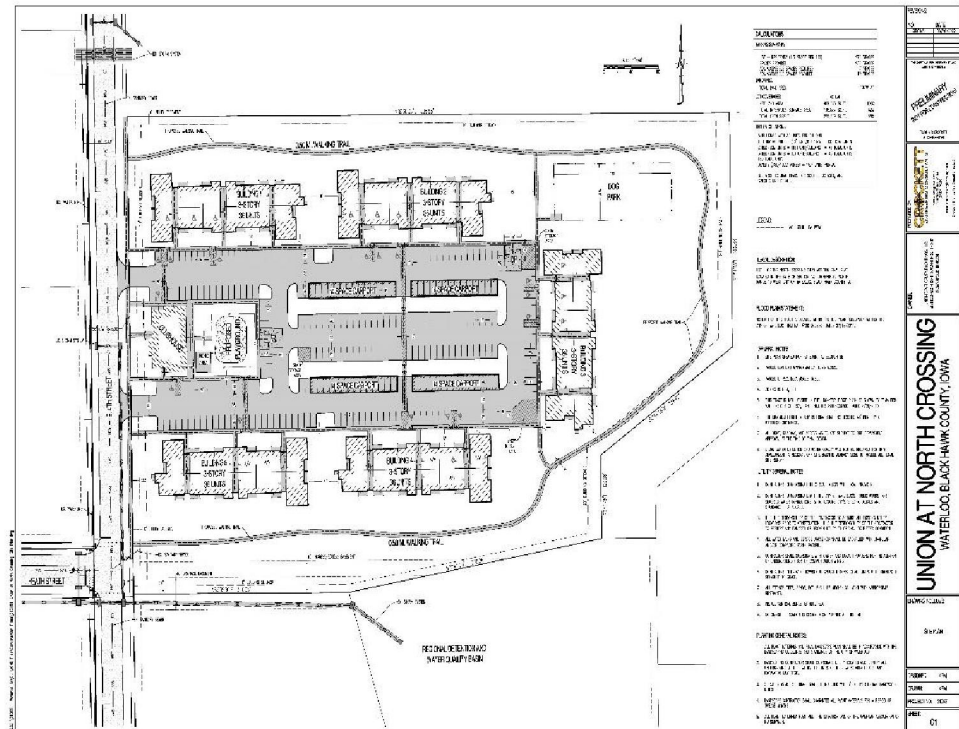
REQUEST:	Request by Union Development Holdings LLC for a Site Plan Amendment to construct a 180-unit affordable housing development in the “R-4,R-P” Planned Multiple Residence District located northwest of 4039 Homer Street.
APPLICANT:	Union Development Holdings LLC, 409 Massachusetts Ave., Indianapolis, IA 46204
GENERAL DESCRIPTION:	The applicant is requesting a site plan amendment to the planned district to construct a 180-unit affordable housing development.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The proposed Site Plan Amendment will allow for the construction of five multi-family buildings which are three stories high and each building will contain 36 units that will be comprised of one-bedroom, two-bedroom, and three-bedroom apartments. When the City took ownership of the land, the site was rezoned to "R-4,R-P" Planned Multiple Residence to encourage the development of multi-family housing.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The site is located east of East 4 th Street and north of Lakeside Street, Homer Street, and Niles Street. The five multi-family buildings will be served by East 4 th Street. A sidewalk will be placed on the east side of West 4 th Street and a 0.5 mile walking trail will encircle the development.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	The Donald Street Trail is located 700 feet south of the proposed multi-family development.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area is currently zoned “R-4, R-P” Planned Residence District and has been zoned as such since it was rezoned from “R-2” One and Two Family Residence District on August 16, 2021. Surrounding land uses and their zoning: North and East – Agricultural Land, zoned “A-1, Agricultural District South – Single Family Housing and Golf Course, zoned “R-2” One and Two Family Residence District and “A-1” Agricultural District. West – Vacant land and Commercial Development, zoned “C-P” Planned Commercial District, “C-2” Commercial District, and “R-4” Multiple Residence District.
DEVELOPMENT HISTORY:	Commercial buildings along the east side of Logan Avenue and along the north side East Donald Street were built between 2008 and 2020. Residential properties to the south of the proposed site plan amendment area were constructed between 1956 and 1962.
BUFFERS/ SCREENING REQUIRED:	There will be no screening required as part of the site plan amendment because it is a residential development, but a landscaping plan will be required to ensure an aesthetic layout.

DRAINAGE:	The applicant will need to get a drainage plan approved through the Engineering Department. A proposed storm water regional detention and water basin is shown to the southeast of the proposed multi-family development
FLOODPLAIN:	None of the property for the proposed development is located in a special flood hazard area as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, 19013C0187F, dated July 18, 2011.
PUBLIC /OPEN SPACES/ SCHOOLS:	George Washington Academy is located 3,200 feet southwest of the project site. The closest open space is the Gates Golf Course which is located 1,400 feet to the south of the project site.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC:	There is a 10” sanitary sewer line located underneath Ralston Road, 10” sanitary sewer line located underneath Logan Avenue, 12” Sanitary Sewer underneath East 4 th Street, and 12” storm sewer underneath East 4 th Street.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as <i>Low Density Residential</i> . The site plan is not in conformance with the Comprehensive Plan and the Future Land Use Map for this area. However, it should be noted that the Future Land Use Map is used as a guide for future development and is not absolute. The current Comprehensive Plan was approved in 2002. The City is in the process of updating its Comprehensive Plan, which will include changes to the Future Land Use Map that will account for the changing of growth patterns and zoning changes of the City over the last 20 years.
STAFF ANALYSIS – ZONING ORDINANCE:	The applicant is requesting a Site Plan Amendment to construct a new 180-unit affordable housing development in the “R-4,R-P” Planned Multiple Residence District. The development will cater to households that are making 60% of the area median income or less. In the City of Waterloo the median area income for 2019 was \$47,329. This housing will cater to households with a median income of \$28,397 or less. Therefor this type of development should be considered affordable housing/workforce housing. It should also be noted that this new 180-unit multi-family development will add quality housing to the area and these units would become market rate once the affordable housing tax credits expire after 30 years. Currently, the City of Waterloo is taking proactive steps to place development sites within the community near existing infrastructure and utilities. The City of Waterloo has a greater level of review for these sites to ensure these sites are properly developed to have a positive impact on the surrounding neighborhoods. It is staff’s goal that any development of these areas represents the best possible sites for economic development and work activities. These sites need to uplift the neighborhoods, make surrounding neighbors encouraged with their development, secure that it is helping property values in the area, and create new economic development and affordable/workforce housing opportunities for the city.

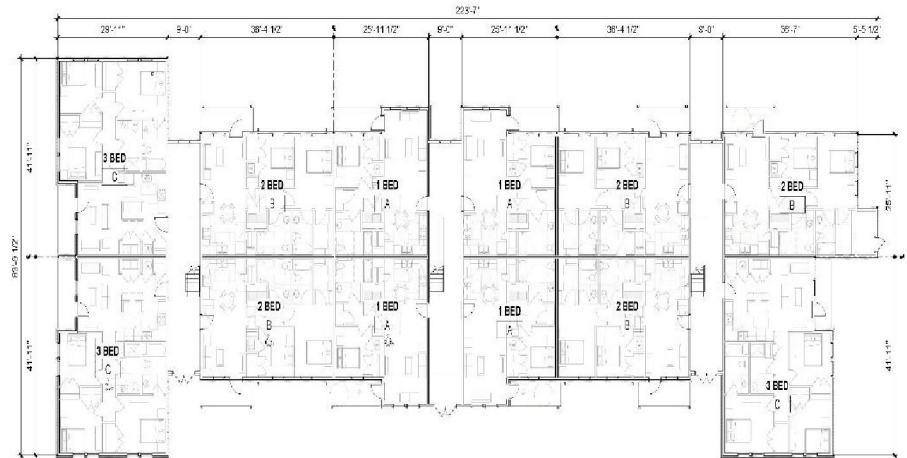
The site plan shows that road access will come off of East 4th Street. The site will consist of 5 three story apartment complexes with 36 units each, club house, playground, and a 0.5 mile trail that encircles the development. The site plan notes 282 parking spaces. Apartments are required to have 2 parking spaces for each unit or 180 (units) X 2 = 360 required spaces. The “R-4-R-P” Planned Multiple Residence District, allows for greater flexibility for parking. Therefor the applicant is requesting approval of the site with 282 spaces, 78 less than would normally be required.

At 10.78 acres for the 180 units would come out to a density of 16.7 units per acre. This may be considered a high density for the area, but it should be noted that two drainage areas containing a total of 7.12 acres will act as a natural buffer to separate the proposed development from homes within the Hollingsworth Additions.

City of Waterloo Traffic Operations assumed no significant adverse impact on traffic conditions for the new apartment complex. The estimated generated volumes during peak hour is expected to be 43 entering, and 28 exiting. This volume could be split into/from Heath Street and E 4th Street. E 4th Street traffic will further split into/from different directions at E Donald Street. Due to the lack of current volume counts to investigate the impact, we can only assume the impact will not be adversely significant because of the low number of generated trip ends.







1 FIRST FLOOR PLAN
1/8" = 1'-0"



UNION AT NORTH CROSSING

IFA APPLICATION SUBMITTAL

05/20/2022





1 FRONT CLUBHOUSE ELEVATION
1/8" = 1'-0"

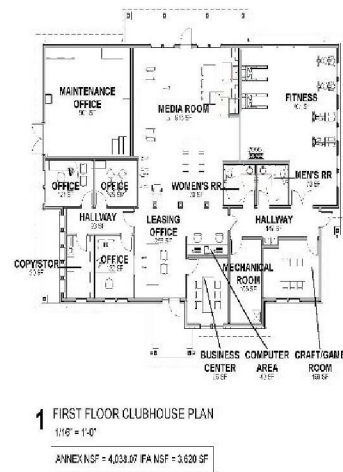


UNION AT NORTH CROSSING

IFA APPLICATION SUBMITTAL

05/20/2022







UNION AT NORTH CROSSING
IFA APPLICATION SUBMITTAL
05/20/2022





Picture 1: Looking south east from 4th Street toward the site plan site.



Picture 2: Looking south along East 4th Street which will be reconstructed for the project.

STAFF ANALYSIS –
SUBDIVISION
ORDINANCE:

The preliminary plat and final plat for North Crossing 3rd Addition was recommended for approval by the Planning and Zoning Commission at their regular meeting on December 28, 2021. The City Council approved the preliminary plat at their regular meeting on February 7, 2022. The final plat will go before the City Council as soon as the Deed of Dedication and other documents are finalized.

TECHNICAL
REVIEW
COMMITTEE

There was no comments at the Technical Review Committee.

STAFF
RECOMMENDATION
:

Therefore, staff recommends that the request by Union Development Holdings LLC for a 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 be approved for the following reasons:

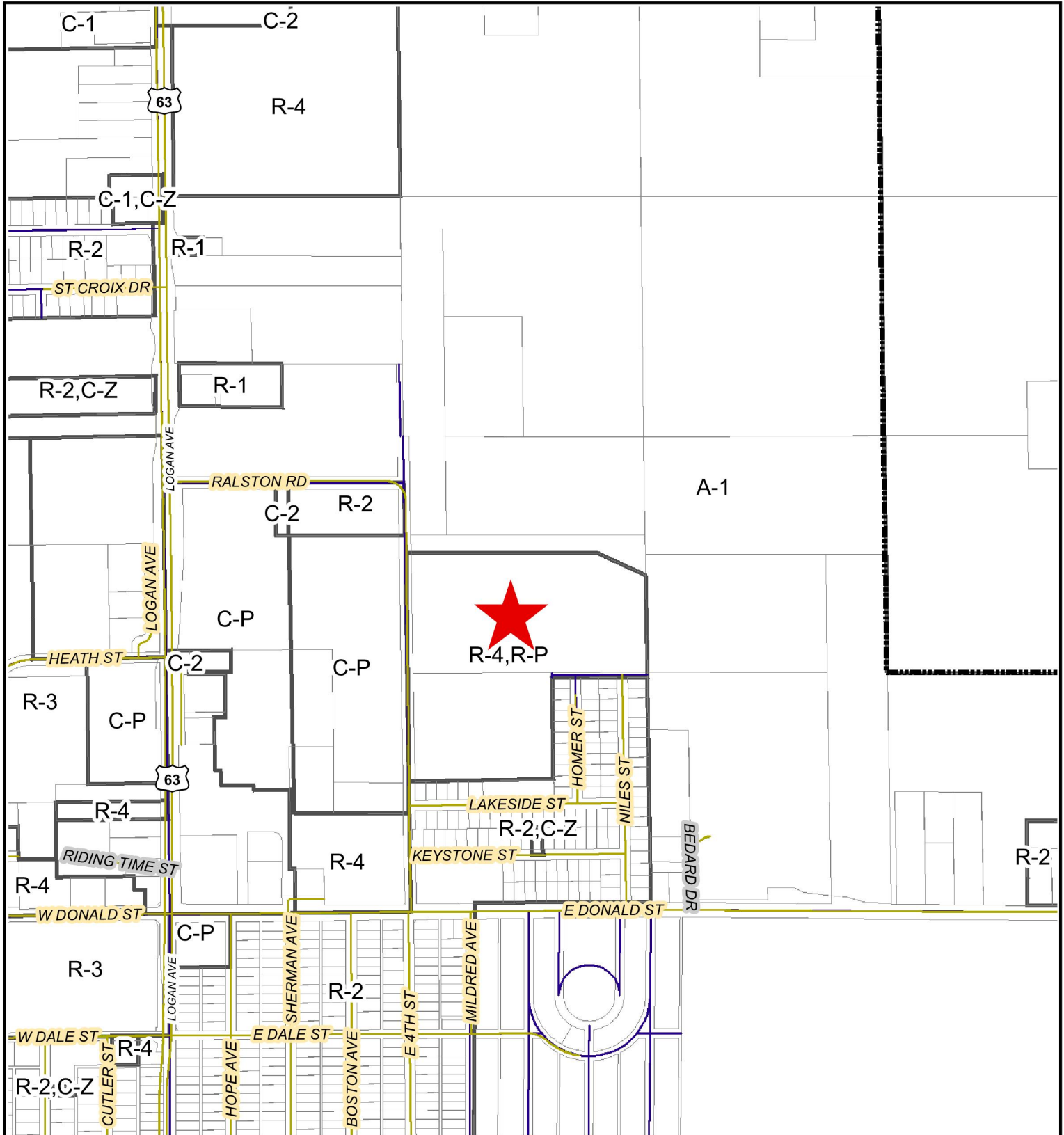
1. The site in question, would appear to provide sufficient space to meet all required regulations including setbacks, drainage, etc.
2. The Site Plan Amendment requested will be a Planned District, to allow for the orderly development of land and ensure to the citizenry and City of Waterloo that development will occur as planned and approved.

And subject to the following condition(s):

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

City of Waterloo Planning, Programming and Zoning Commission

June 14, 2022



**North of 4039 Homer Street
Site Plan Amendment
Union Development Holdings**

City of Waterloo Planning, Programming and Zoning Commission
June 14, 2022



North of 4039 Homer Street
Site Plan Amendment
Union Development Holdings



May 20, 2022

Mr. Noel Anderson, Community Planning & Development Director
Planning, Programming & Zoning Commission | Waterloo City Council
City of Waterloo - City Hall
715 Mulberry Street
Waterloo, Iowa 50703

RE: The Annex Group | Union Development Holdings, LLC – Site Plan Amendment
Affordable Housing Development

Dear Mr. Anderson, Members of the Planning, Programming & Zoning Commission, and the City Council:

Please accept the enclosed information relative to our application for *Site Plan Amendment* review for existing property located on the east side of E. 4th Street, approximately 790 feet north of Lakeside Street, in Waterloo, IA. The site is commonly known as North Crossing Third Addition. Our submission consists of the following:

- *Completed Application for Site Plan Amendment* – please note, City signature as “Owner” remains outstanding;
- *Application Fee* - Check #1341 being delivered separately via FedEx in the amount of \$200.00, dated 05/17/22;
- *Union at North Crossing Conceptual Site Plan* as prepared by Crockett Engineering Consultants, dated 5/20/22;
- *Union at North Crossing Conceptual Building, Clubhouse & Elevations Drawings* as prepared by RQAW Architecture, dated 5/20/22.

PROJECT BACKGROUND

The proposed project is to be developed on a 10.78-acre parcel of land currently owned by the City of Waterloo. The site is located approximately 2.5-miles north of downtown, within property known as the North Crossing Third Addition. Zoning of the property is R-4 Multiple Residence District, and the site has an R-P Planned Residence District overlay. The parcel lies within a much larger planned master development (by others), which we understand is working its way through Final Plat approvals.



Union Development Holdings, LLC proposes to build 180-units of 60% Area Median Income affordable housing on the property and intends to submit the project to the Iowa Finance Authority for procurement of 4% Low-Income Housing Tax Credits. The site will include five three-story buildings, each with a mix of one, two, and three-bedroom apartments. Planned amenities include: a clubhouse with fitness center, community space, and computer room; a playground and dog play area; a picnic area, landscaping, and open space with a ½-mile pedestrian walking trail. Proposed building materials to include fiber cement board with masonry accents.

Parking on the site is provided at a ratio of ~1.6 spaces per dwelling unit for a total of 282 parking spaces - 56 of which are covered by carports. Although this parking ratio is less than the code requirement of 2.0 spaces per dwelling unit, our experience indicates that the proposed parking ratio will adequately meet parking demand.

Further, it is our understanding that the R-P Planned Residence District provides for flexibility regarding minimum parking requirements, and we respectfully request that this Commission consider approving this minor deviation from the code standards.

COMPANY BACKGROUND

Our mission: *To create a positive impact with the people who live, work, and are engaged in our communities.*

The Annex Group is an Indiana based multi-family housing developer, general contractor, property manager, and owner with a portfolio of communities valued at more than \$500 million. Combining the career experience of its entire leadership team, The Annex Group has overseen more than \$1 billion in single family, multi-family, mixed-use and other commercial projects including redevelopment and ground-up construction. Our developments create community and improve quality of life. We are proud that each of our developments to date has lived up to its purpose.

Each development is strategically planned and executed to ensure a finished product that is cohesive with the goals and values of the constituencies and communities we serve. Our strategy is to position each redevelopment or newly developed project as the most exciting new address to live, work, or play.

Affordable housing need is at historic levels nationally, regionally, and locally. Rising construction costs and increased interest rates have made development of new affordable projects even more



difficult. We understand that new affordable housing in Waterloo is in limited supply in proportion to the communities in need and to that end, The Annex Group is committed to bringing affordable housing to the City of Waterloo.

We hope the Planning, Programming and Zoning Commission, and subsequently the City Council, will consider supporting this affordable housing project by providing the requested *Site Plan Amendment* approval.

Thank you in advance for your thoughtful consideration.

A handwritten signature in black ink, appearing to read "Margaret A. L. Blum". The signature is fluid and cursive, with a long horizontal stroke at the end.

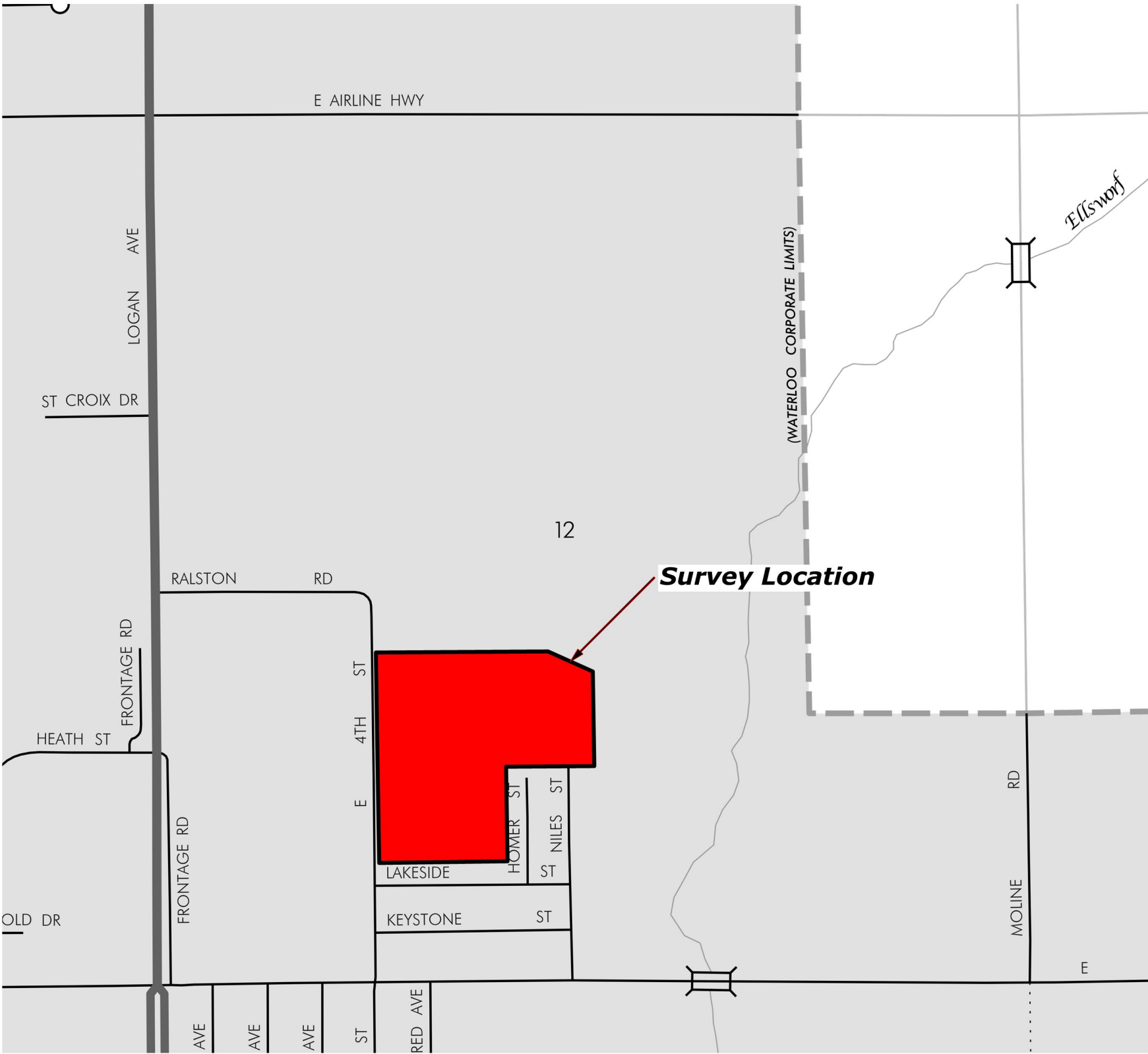
Margaret A. L. Blum
Senior Director of Development



<i>Index Legend</i>
Prepared by & Returned to: Isaiah M. Reicks, PLS 22468
HRS, LLC - 2206 East Bremer Avenue, Waverly IA 50677
Proprietor: City of Waterloo & North Crossing, LLC
Requested By: City of Waterloo
County: Black Hawk
Section(s)-Township-Range: 12-T89N-R13W
Aliquot Part(s): E 1/2 - SW 1/4
City: Waterloo
Subdivision: North Crossing Third Addition

Final Plat

**North Crossing Third Addition,
City of Waterloo, Black Hawk County, Iowa.**



Basis of Bearing:
The Coordinate Basis for this survey and the subsequent Basis of Bearing is the Iowa State Plane Coordinate System North Zone (1401), Horizontal Control NAD 83 (2007), Vertical Control NAVD88 (Geoid 03). Control was acquired by localizing into the Black Hawk County GPS Control System utilizing points 119, 122, 123, 133, 135 & 170 and projecting from the cross of 119-135 and 133-170. Scale factor 1.0000905140 applied. Projection Point:
Northing = 3,661,997.08'
Easting = 5,240,996.83'

Notes:
See Sheet 1 for Location Map.
See Sheet 2 for Section Control.
See Sheet 3 for Survey Details & Legal Description.



LEGEND	
	= Section Corner Found
	= Set 5/8"Ø Rebar w/YPC PLS 22468
	= Fd. 1/2"Ø Rebar w/YPC PLS 14809
	= Fd. 1/2"Ø Rebar
	= Fd. 3/4"Ø Pinched Pipe
	= Fd. 1"Ø Pinched Pipe
	= Survey Boundary Line
RPC,YPC,OPC,BPC = Red, Yellow, Orange, Blue Plastic Cap	
	(0.00') = Recorded Dimension

Map Not to Scale
Map Courtesy of the Iowa Department of Transportation
<http://www.iowadot.gov/maps/>

Property Pins to be set within 1 year of recording

FB: Black Hawk 10, Pgs. 61-64

Project Number: 2021-535

Sheet: 1

IMR

**Her old-Reicks
Surveying**

New Hampton **Waverly** **Clear Lake**
641-394-2725 **319-483-5187** **641-231-8092**
www.hrsurveying.com



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa. The unadjusted error of closure does not exceed 1:10,000 for the subdivision boundary and does not exceed 1:5,000 for any individual lot.

Isaiah M. Reicks Date:

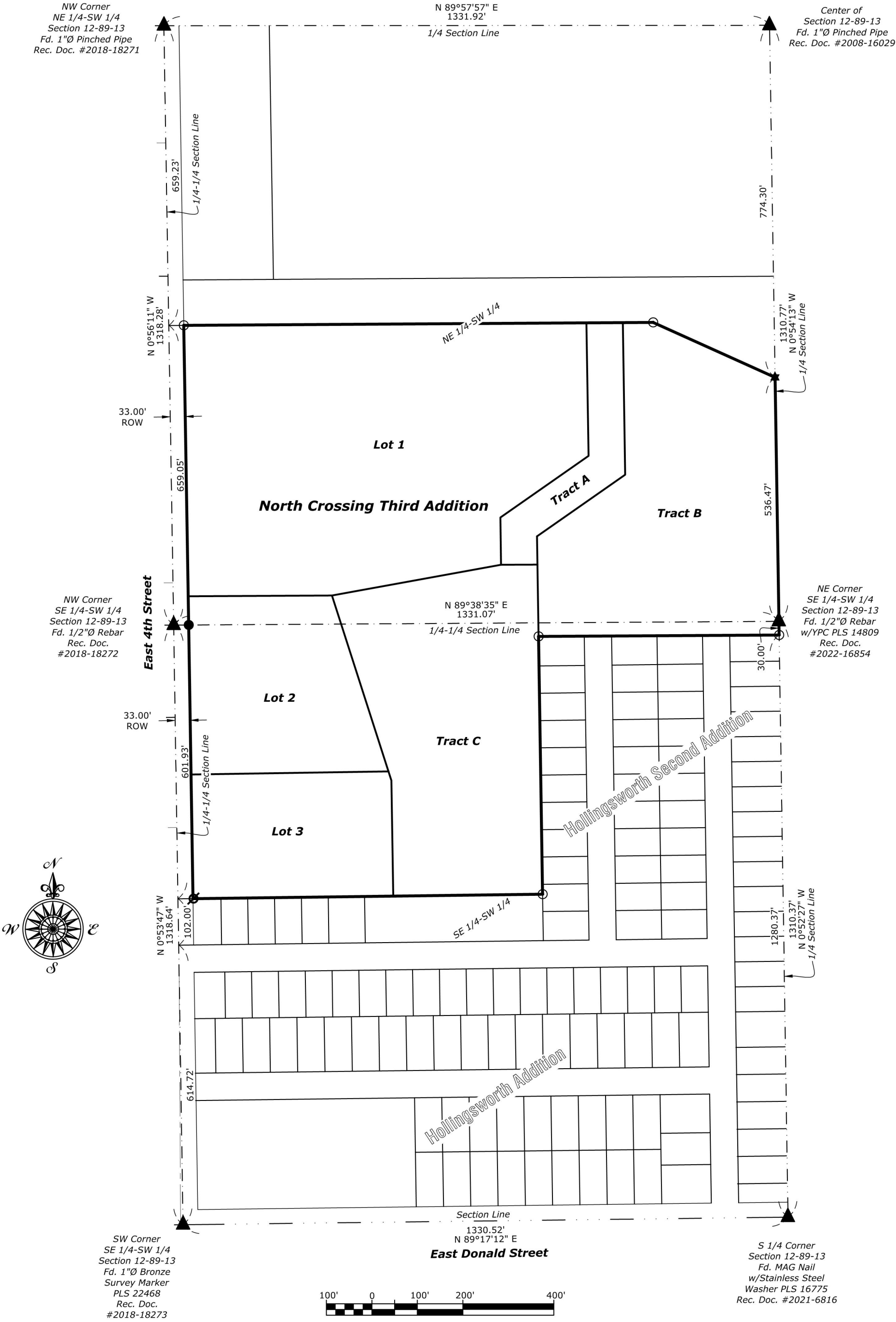
License Number 22468

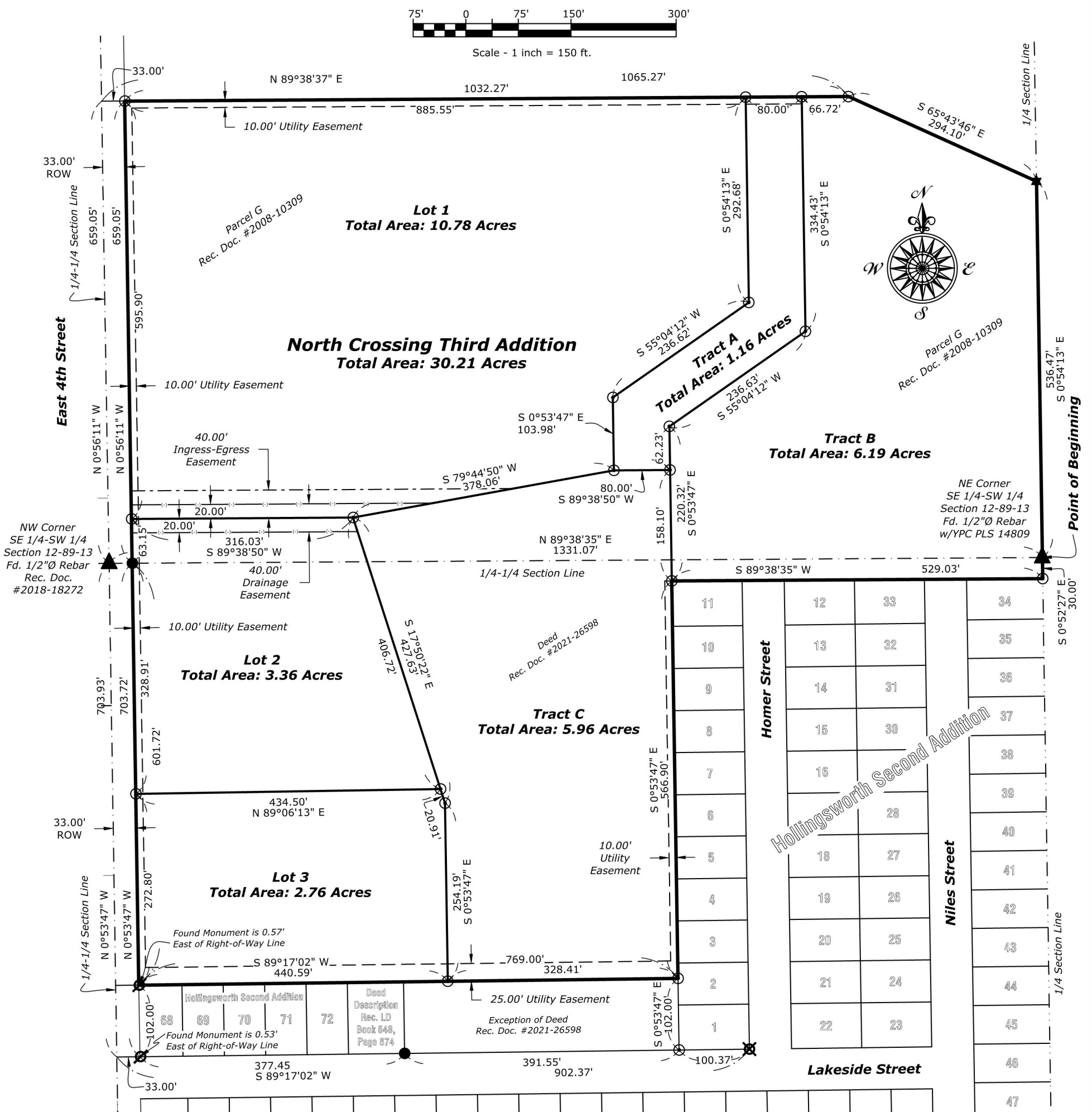
My license renewal date is December 31, 2023.

Sheets covered by this seal: 1-3

Final Plat

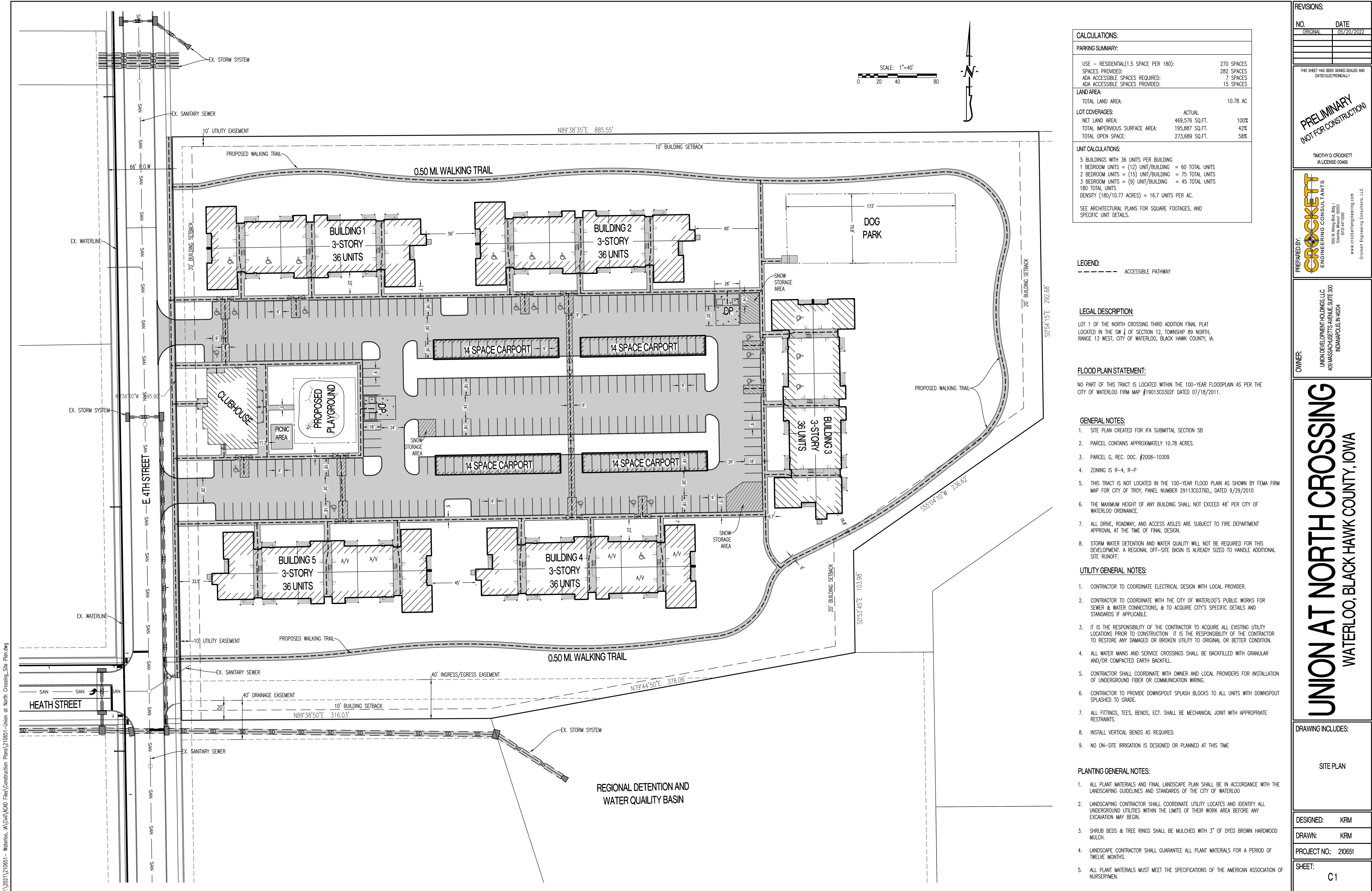
**North Crossing Third Addition,
City of Waterloo, Black Hawk County, Iowa.**

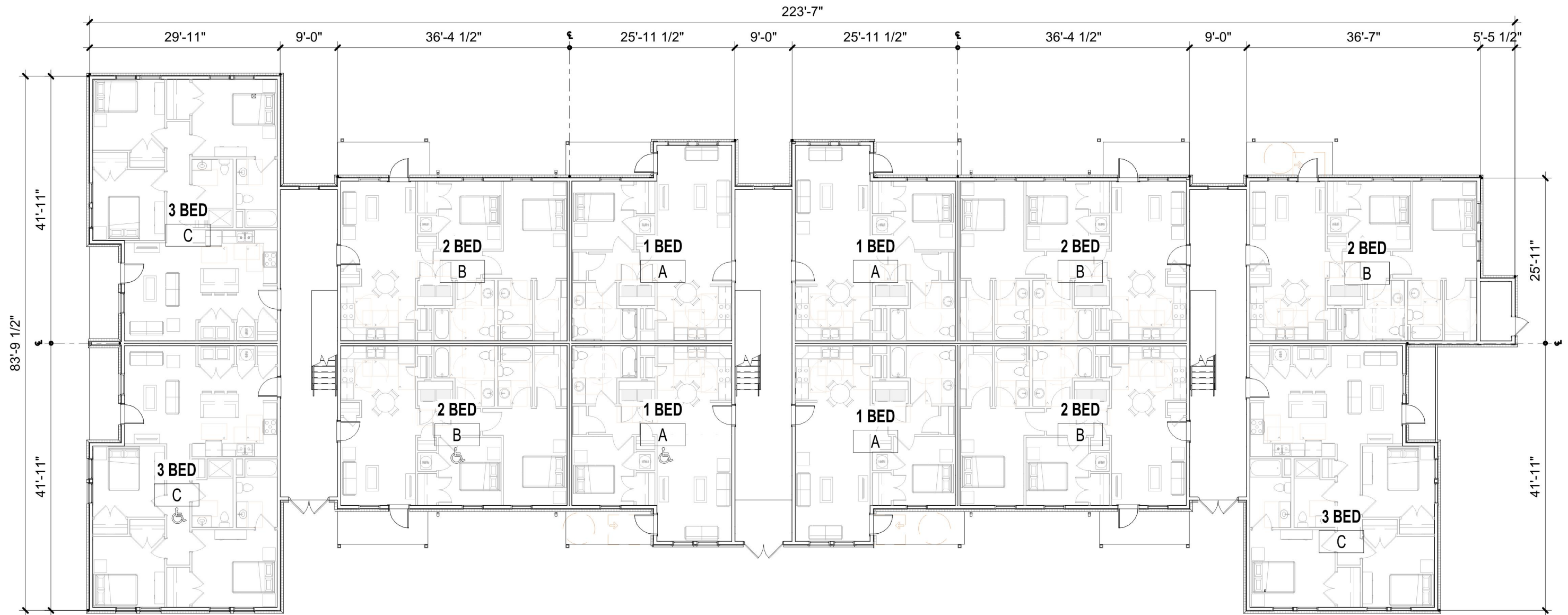




North Crossing Third Addition, located in the East Half of the Southwest Quarter of Section 12, Township 89 North, Range 13 West of the 5th P.M., City of Waterloo, Black Hawk County, Iowa, and more particularly described as follows:

Containing **30.21 Acre(s)**, subject to any easements recorded or unrecorded.





1 FIRST FLOOR PLAN
1/16" = 1'-0"



4 BUILDING TYPE A - BACK ELEVATION
1/16" = 1'-0"



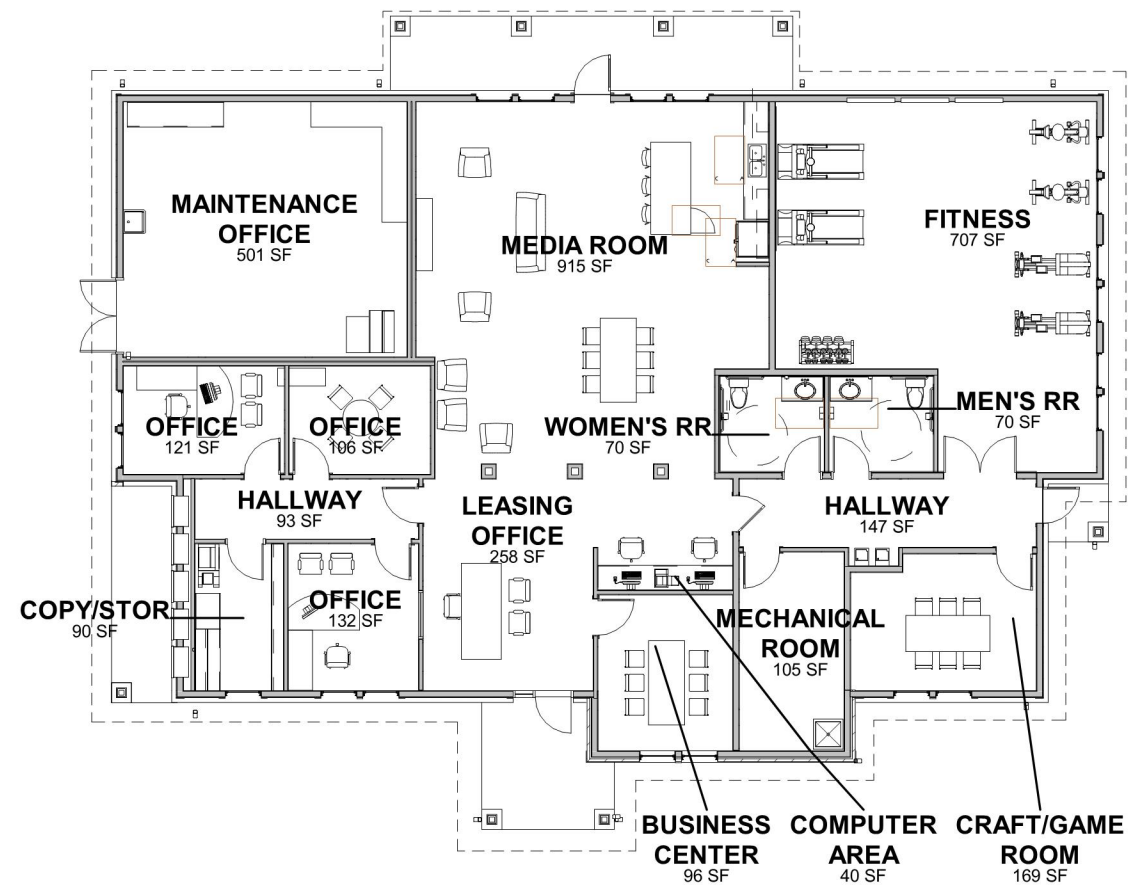
2 BUILDING TYPE A - SIDE 1 ELEVATION
1/16" = 1'-0"



3 BUILDING TYPE A - SIDE 2 ELEVATION
1/16" = 1'-0"



1 BUILDING TYPE A - FRONT ELEVATION
1/16" = 1'-0"



1 FIRST FLOOR CLUBHOUSE PLAN

1/16" = 1'-0"

ANNEX NSF = 4,038.07 IFA NSF = 3,620 SF



1 FRONT CLUBHOUSE ELEVATION
1/8" = 1'-0"

319.291.4366

Minor change _____ (check one) (Minor Change must be approved by staff)

a. Applicant's name (please print): Union Development Holdings LLC | The Annex Group - Margaret Blum
Address: 409 Massachusetts Ave., Suite 300 Phone: 847.828.4272 Fax: _____
City: Indianapolis State: IN Zip: 46204
Email: mblum@theannexgrp.com

b. Status of applicant: (a) Owner _____ (b) Other X (CHECK ONE): If other explain: _____
Applicant is pending purchaser of property.

c. Property owner's name if different than above (please print): City of Waterloo - Noel Anderson
Address: 715 Mulberry Street Phone: 319.291.4366 Fax: 319.291.4262
City: Waterloo State: IA Zip: 50703
Email: noel.anderson@waterloo-ia.org

a. General location of site plan to be amended: Site is on the east side of E. 4th Street, approximately 790 feet north of Lakeside Street

b. Legal description of property or portion to be amended: A 10.78 acre portion of North Crossing Third Addition in the East Half of the Southwest Quarter of Section 12, Township 89, Range 13 West of the 5th P.M., City of Waterloo, Black Hawk County Iowa and more particularly described on the attached - parcel identified as Lot 1.

c. Dimensions of proposed site plan amendment: See attached.

d. Area of proposed site plan amendment: 10.78 acres

e. Current zoning: R-4 Multiple Residence District with R-P Planned Residence District overlay

f. Reason(s) for site plan amendment and proposed use(s) of property: Applicant proposes development of the property for affordable housing - 180 units of multifamily apartments

g. Conditions (if any) agreed to (does not affect existing conditions unless specified): Per Development Agreement dated 4/4/21, Applicant is to develop a minimum of 150 multifamily affordable housing units with related improvements.

h. Other pertinent information (use reverse side if necessary): See attached Project Narrative.

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.

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EXHIBIT "A"

Property Description

Union Development Holdings, LLC 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

FY 2023 Asphalt Emulsions for City of Waterloo's Seal Coating Program.

City Council Meeting: 7/5/2022

Prepared: 6/20/2022

ATTACHMENTS:

Description	Type
▣ Bid Proposal Specifications	Backup Material

SUBJECT: Public Hearing cancelled as no bid were received in conjunction with the FY 2023 Asphalt Emulsions for the City of Waterloo's Seal Coating Program.

Submitted by: Submitted By: Randy Bennett, Public Works Division Manager

Recommended Action: Approve Motion

Summary Statement: This program consist of cold, in place mixture of liquid emulsified asphalt with crushed hot mix product.

Emulsified asphalt is used in our seal coating program annually for unimproved streets.

Expenditure Required/Source of Funds: \$215,000.00

Local Option Sales Tax - 205-19-7110-1513



City of Waterloo
Public Works Division

SPECIFICATIONS AND BID PROPOSAL
ASPHALT EMULSIONS
CITY OF WATERLOO, IOWA

PREAMBLE:

The undersigned being a corporation/limited partnership existing under the laws of the State of Iowa; a partnership consisting of the following partners: _____, or an individual doing business as _____, being familiar with the specifications affecting the cost of this commodity, hereby offers to furnish said commodity in accordance with the conditions and specifications provided herein.

SUBMISSION OF BIDS AND OPENING:

Sealed bid proposals will be received by the City of Waterloo City Clerk's Office, 715 Mulberry Street, Waterloo, Iowa 50703, until 1:00 pm, local time, on Thursday, the 14th day of July 2022. Any bid submitted after the specified time shall be rejected. Bids will be publicly opened and read aloud at the bid opening in the First Floor Conference Room, City Hall, 715 Mulberry Street, Waterloo, Iowa 50703 at 1:00pm, July 14, 2022.

SPECIFICATIONS:

The City of Waterloo is seeking competitive price quotes on emulsified asphalt to be used in our recycled asphalt paving program. This program consists of cold, in-place mixing of liquid emulsified asphalt with crushed hot mix product. The in-place mixture is then blade-spread and compacted in place.

The bidder guarantees to provide product complying with the Specifications set forth under the conditions outlined in Section 4140 of the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2009, ASTM D-977, or AASHTO M-140, as related.

MINIMUM quantities and **MAXIMUM** quantities are listed below:

A. <u>Product</u>	<u>Minimum Quantity</u>	<u>Maximum</u>
a. HFMS 2S (Oiling)	1,760 Gallons	5,000 Gallons
b. CRS-2P (Seal Coating)	940 Gallons	65,000 Gallons
c. CSS-1 Dilute / 3:1 (Fog Sealing)	236 Gallons	32,000 Gallons

B. Measurement

The net quantity in gallons will be determined from delivery tickets supplied with each individual truck load. Each truck load shall be delivered with a producer's scale ticket showing gross, tare and net weights converted to net gallons. The Contracting Authority reserves the right to re-weigh any or all trucks at the expense of the contracting authority to verify amounts. Net weights within 0.5% shall remain unadjusted. If the net weight varies more than 0.5%, the destination weight will be used.

C. Delivery

The quoted price shall include delivery to the City of Waterloo storage facility located at 2300 Commercial Street, Waterloo, Iowa. The City reserves the right to off-load directly from the delivery vehicle onto our distributor or into the City's storage tank at this location, or request placement of tanker from which to make distribution. The City may request placement of storage unit from which to load into distributor.

Individual loads may be directed to the actual work site with the corporate limits of Waterloo for off-loading at that location. A total off-loading allowance of not to exceed four (4) hours from the requested delivery time shall be allowed. Any trucking or demurrage for this four-hour, off-loading time shall be included in the unit price for the products. Delivery shall be made by standard semi-tractor tanker load. Deliveries will normally be requested between 7:00am and 3:00pm, Monday through Friday. Delivery time upon receipt of a call for delivery shall not exceed 72 hours.

D. Calls for Delivery

Calls for delivery shall be made by the City of Waterloo Street Department during normal business hours, Monday through Friday. Calls will be made to the location supplied by the bidder. Notice of changes in the call number or location must be made in writing prior to the effective time of the change.

E. Payment

Payment will be made within thirty (30) days of receipt of a proper invoice for the material delivered. Invoices should be directed to:

City of Waterloo
Public Works Division
625 Glenwood Street
Waterloo, Iowa 50703

BID PRICES:

The bidder proposes to meet or exceed the above specifications for the following price:

<u>PRODUCT</u>	<u>MINIMUM BID QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
HFMS-2S	1,760 Gallons	\$_____	\$_____
CRS-2P	940 Gallons	\$_____	\$_____
CSS-1 DILUTE/3:1	236 Gallons	\$_____	\$_____

<u>PRODUCT</u>	<u>MAXIMUM BID QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
HFMS-2S	5,000 Gallons	\$_____	\$_____
CRS-2P	65,000 Gallons	\$_____	\$_____
CSS-1 DILUTE/3:1	32,000 Gallons	\$_____	\$_____

REJECT:

The City reserves the right to reject any or all bids.

CANCELLATION:

The successful bidder understands that the Contracting Authority may cancel this Agreement, with thirty (30) days notice, if he/she has knowledge that all conditions as stated in this Bid Proposal have not been fulfilled.

The Bidder, having fully read this document, hereby acknowledges that this Bid Proposal completely reflects the total bid as contained herein.

Name of Company

Address

By: (Signature)

Telephone

Title

Date

CITY OF WATERLOO

Council Communication

Business Property Lease with Crystal Distribution Services, Inc., for the use of property located at 1442, 1508 and 1620 Sycamore Street, in the amount of \$1.00 per year for five (5) years.

City Council Meeting: 7/5/2022

Prepared: 6/2/2022

ATTACHMENTS:

Description	Type
❑ Crystal Distribution Business Property Lease	Backup Material

SUBJECT: Motion to receive and file proof 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 a Business Property Lease with Crystal Distribution,
in the amount of \$1.00 per year for five (5) years, for the use of property
located at 1442, 1508 and 1620 Sycamore Street, with a term ending June 30,
2027, 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 Lease Agreement

Summary Statement: The City of Waterloo entered into a development agreement with Crystal Distribution on May 17, 2021. A leaseback of company property was included as an option within the agreement and Crystal Distribution would like to leaseback the property once the City retains possession of the buildings along Sycamore Street. The lease is set to conclude June 30, 2027.

As a part of the Agreement approved in 2021 Crystal Distribution agreed to construct a new 100,000 square foot cold storage facility with a minimum assessed valued of \$10,000,000.00. The facility is currently under construction.

Data/Analysis and Strategies: Land Use

Expenditure Required/Source of None
Funds:

Legal Descriptions: Parcel "I" of Plat of Survey Doc. #2022-4295, being a part of: Lot 2, "Cowin's Subdivision in Riverside Addition to Waterloo, Iowa"; AND vacated Elm Street and Black 5, Riverside Addition to the City of Waterloo, Black Hawk County, Iowa; AND the Beltline R.R. Switch lying between Blocks 5 and 9, Riverside Addition to the City of Waterloo, Black Hawk County, Iowa; AND vacated Division Street and Black 2, "Morning Side Addition" in Waterloo, Iowa.

BUSINESS PROPERTY LEASE

This Business Property Lease (the "Lease") is entered into as of _____, 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 Crystal Distribution Services, Inc. ("Tenant"), whose address for the purpose of this Lease is P.O. Box 1744, Waterloo, Iowa, 50704.

The parties acknowledge that Tenant has owned the leased premises and has conducted its business thereon for several years and that Landlord purchased the premises from Tenant as provided in a certain Development Agreement (the "DA") between the parties dated May 17, 2021 and recorded June 17, 2021 as Doc. No. 2021-26625. The DA also provides for Tenant to construct new facilities for its business on adjacent property.

1. PREMISES AND TERM. Landlord leases to 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:

See Exhibit "A" attached hereto.

Commonly known as 1442, 1508 and 1620 Sycamore Street, Waterloo, Iowa,

with the improvements thereon and all rights, easements, and appurtenances thereto belonging, for a term commencing upon execution of this Lease and continuing until and including June 30, 2027, upon the condition that Tenant pays rent therefor and otherwise performs as provided in this Lease. Notwithstanding the foregoing, Tenant may terminate the lease at an earlier date by 30 days' advance written notice to Landlord.

2. RENTAL. Tenant agrees to pay to Landlord as rental for said term, as follows: \$ 1.00 per year, in advance, due upon signing of this Lease. 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; PRIOR USE. Tenant covenants and agrees during the term of this Lease to use and to occupy the leased premises only for activities and purposes in keeping with and incidental to general commercial purposes such as Tenant currently conducts on the premises. Landlord has not reviewed zoning or other applicable legal requirements or limitations imposed by any local, state, or federal governmental authority that may affect Tenant's use of the premises, and Landlord makes no representation or warranty that the premises is suitable for Tenant's intended use. Tenant shall conduct its own review of applicable law and shall be solely responsible for meeting all legal requirements, including but not limited to building permits, licensure, or governmental approval. The parties acknowledge that Tenant is the former owner of the premises and that this Lease is a lease-back following Landlord's purchase of the premises according to the terms of a development agreement between the parties.

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. (But see paragraph 14, below.) Landlord shall have the right to mortgage all of its right, title, interest in said premises at any time without notice, subject to this Lease.

6. CARE AND MAINTENANCE OF PREMISES. Each party shall perform its responsibilities of repair and maintenance to the end that the premises will be kept in a safe and serviceable condition. Neither party will permit nor allow the premises to be damaged or depreciated in value by any act, omission, or negligence of itself, its agents or employees.

(a) Tenant takes said premises in their present condition except for such repairs and alterations as may be expressly herein provided or to which Landlord may hereafter give its prior written consent. Tenant acknowledges that it is the former owner of the premises and that it is fully familiar with the condition of same.

(b) **LANDLORD'S DUTY OF CARE AND MAINTENANCE.** Landlord shall have no duty whatsoever to care for or maintain the premises or any part thereof.

(c) **TENANT'S DUTY OF CARE AND MAINTENANCE.** 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, maintain, and repair the exterior and interior parts of said premises in a reasonably safe and serviceable condition consistent with its own needs and pursuant to applicable law, ordinance or regulation. Tenant will furnish its own interior and exterior decorating. Tenant's duties under this Section shall include, but not be limited to, the foundation, roof, and other structural parts of the premises, all fixtures and mechanical systems, and any other feature of the premises that is commonly cared for, repaired, or maintained by a landlord.

Tenant at its own expense may install floor covering and will maintain such floor covering in good condition. Tenant will be responsible for the plate glass in the windows of the leased premises and for maintaining the sidewalks and parking areas on and abutting the leased premises. Tenant shall make no structural alterations or improvements without the Landlord's prior written approval of the plans and specifications therefor.

Tenant shall be responsible for all necessary upkeep of lawns, grounds, and landscaping, if any, to keep the premises well-maintained. Tenant shall be responsible to control and/or clear ice and snow from all sidewalks and parking areas on or abutting the premises.

(d) Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, municipal ordinances, the laws of the State of Iowa and the federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public. Tenant will not allow trash of any kind to accumulate on said premises or the parking area, yards, or sidewalks, and it will remove same from the premises at its own expense.

(e) Tenant shall have responsibility for and perform all acts necessary for compliance with the Americans with Disabilities Act.

7. FACILITY SERVICES. (a) **UTILITIES AND SERVICES.** Tenant, during the term of this Lease, shall pay before delinquency all charges for use of telephone, water, sewer, gas, electricity, power, television, internet, 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.

(b) **AIR CONDITIONING AND HEATING** equipment shall be initially furnished by Landlord, and Tenant shall maintain, repair, and replace same according to Tenant's needs.

(c) **JANITOR SERVICE** shall be furnished at the expense of Tenant.

8. END OF TERM. (a) This Lease shall terminate upon expiration of the original term, unless terminated earlier in accordance with the terms of Section 1.

(b) **SURRENDER OF PREMISES AT END OF TERM.** Tenant agrees that upon the termination of this Lease it will surrender, yield up and deliver the leased premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage not covered by insurance.

(c) **REMOVAL OF FIXTURES.** Tenant may, at the expiration of the term of this Lease, or renewal or renewals thereof or at a reasonable time thereafter, if Tenant is not in default hereunder, remove any equipment which said Tenant has installed in the leased premises, providing said Tenant repairs any and all damages caused by removal. Notwithstanding the foregoing, all leasehold improvements made by Tenant and all fixtures installed by Tenant shall remain upon the premises and shall be the sole property of Landlord.

(d) **HOLDING OVER.** Tenant shall not continue to occupy the premises beyond the Lease term without the express prior written consent of Landlord.

9. 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.

10. PROPERTY TAXES. Tenant shall pay all installments of real estate taxes, and all increases in installments, that would become delinquent if not paid during the term of this Lease. 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.

11. INSURANCE. (a) Tenant agrees that it will at its own expense procure and maintain hazard insurance (i.e., fire and extended coverage) on the Property for the benefit of the parties as their respective interest may appear. Coverage shall be not less than \$500,000. From and after delivery of possession, Landlord shall provide no fire and extended coverage insurance on said premises for the benefit of Tenant. Certificates or copies of said policies, naming Landlord as an additional insured, and providing for thirty (30) days' advance notice to Landlord before cancellation, shall be delivered to 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 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 further covenants and 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 \$3,000,000 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 Landlord as an additional insured, and providing for thirty (30) days' advance notice to Landlord before cancellation, shall be delivered to 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 Tenant upon which 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.

12. INDEMNITY. Except as to any negligence of Landlord or its agents in the performance of any obligation of Landlord under this Lease, Tenant will protect, indemnify, and save harmless 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, that happens or is 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 Tenant or any person claiming through or under 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 for any reason.

13. FIRE AND CASUALTY. (a) **PARTIAL DESTRUCTION OF PREMISES.** In the event of a partial destruction or damage of the leased premises 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, including the parking area (if a parking area is a part of the subject matter of this Lease), 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.

14. 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, Landlord shall not be liable to Tenant except and as its rights are preserved as in paragraph 14(a) above.

15. TERMINATION OF LEASE; DEFAULTS OF TENANT; OTHER REMEDIES. (a) **TERMINATION UPON EXPIRATION OR UPON NOTICE OF DEFAULTS.** This Lease shall terminate upon expiration of the demised 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 usual and customary business activities on the premises for more than fifteen (15) consecutive business 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 15(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 paragraph 22 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) **OTHER REMEDIES.** In addition to any remedies set forth in this Section 15 or otherwise available under applicable law, in the event of a default Landlord may exercise any one or more of the following remedies: (i) Declare due, sue for, and receive from Tenant the sum of all payments and other amounts then due and owing under this Lease, plus the accelerated balance of future payments; (ii) Terminate this Lease; (iii) Collect from Tenant all other amounts due and owing under this Lease; (iv) Charge interest on all sums due hereunder from and after the date of default at the rate of 18% per annum, compounded monthly, until paid in full, but in no event more than the maximum rate permitted by law. In addition, Landlord may use any other remedies available to it under applicable law.

(d) In the circumstances described in paragraphs (a)-(c) above, waiver as to any default shall not constitute a waiver of any other or subsequent default, and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of this Lease. Remedies will be applied cumulatively, to the extent allowed by law. Tenant agrees to pay Landlord all costs and expenses, including attorneys' fees, incurred by Landlord in exercising or attempting to exercise any of its rights or remedies or in defending against

the claims of Tenant. If appropriate in the circumstances, remedies will include those available under UCC Article 9. 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 paragraph 22 below.

(e) The parties agree to the jurisdiction and venue of the Iowa District Court for Black Hawk County in any action to construe, interpret, or enforce this Lease. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN ANY WAY RELATED TO THIS LEASE, WHETHER DIRECTLY OR INDIRECTLY.

(f) Acceptance of keys, advertising, and re-renting by Landlord upon Tenant's default shall be construed only as an effort to mitigate damages by Landlord, and not as an agreement to terminate this Lease.

16. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER. If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants, or conditions of this Lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term, covenant, or condition, or make good such default, and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 10% per annum from the date of advance.

17. SIGNS. (a) Tenant shall have the right and privilege of attaching, affixing, painting, or exhibiting signs on the leased premises, provided only (1) 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; (2) such signs shall not change the structure of the building; (3) such signs if and when taken down shall not damage the building; and (4) such signs shall be subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld. Tenant's signage upon the premises at commencement of the Lease term is hereby approved by Landlord.

(b) Landlord during the last ninety (90) days of this Lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.

18. MECHANIC'S LIENS. Neither Tenant nor anyone claiming by, through, or under 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 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 or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of Landlord, 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 Tenant situated on the leased premises, when in the judgment of Tenant it shall have become obsolete, outworn, or unnecessary in connection with the operation of Tenant's business on the leased premises; provided, however, that Tenant shall, in such instance and at its own expense, substitute for such items of personal property so sold or otherwise disposed of, a new or other item in substitution thereof, in like or greater value and adopted to the affixed operation of the business upon the leased premises (unless no substituted article or item is necessary).

21. OTHER PROVISIONS. N/A.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

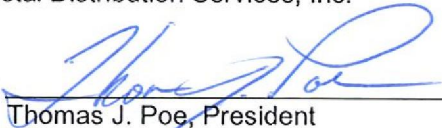
LANDLORD

City of Waterloo, Iowa

By: _____
Quentin Hart, Mayor

TENANT

Crystal Distribution Services, Inc.

By:  _____
Thomas J. Poe, President

Attest: _____
Kelley Felchle, City Clerk

EXHIBIT "A"

Legal Description

Parcel "I" of Plat of Survey Doc. #2022-4295, being a part of: Lot 2, "Cowin's Subdivision in Riverside Addition to Waterloo, Iowa"; AND vacated Elm Street and Block 5, Riverside Addition to the City of Waterloo, Black Hawk County, Iowa; AND the Beltline R.R. Switch lying between Blocks 5 and 9, Riverside Addition to the City of Waterloo, Black Hawk County, Iowa; AND vacated Division Street and Block 2, "Morning Side Addition" in Waterloo, Iowa.

CITY OF WATERLOO

Council Communication

Resolution approving ten (10) FY2023 Quarter 1 and Quarter 2 Hotel-Motel Event Grant requests, in a total amount of \$79,000.00, as recommended by the Convention and Visitors Bureau Board.

City Council Meeting: 7/5/2022

Prepared: 6/30/2022

ATTACHMENTS:

Description	Type
□ ExpWloo Grant Recommendations - FY23 Q1 Q2 - Council	Backup Material
□ FY23 Q1Q2 Grants - Council	Backup Material

SUBJECT: Resolution approving ten (10) FY2023 Quarter 1 and Quarter 2 Hotel-Motel Event Grant requests, in a total amount of \$79,000.00, as recommended by the Convention and Visitors Bureau Board.

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

Recommended Action: Approve Experience Waterloo (CVB) board recommendation of \$79,000.

The Experience Waterloo Board of Directors is recommending the grant awards for 10 events happening in Q1 & Q2 of FY23. These grant recommendations total \$79,000.

See attachment for summary of events with Economic Impact totals attached.

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

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

Expenditure Required/Source of Projected economic impact: \$4,824,470

Funds: Request: \$79,000

FY23 EVENT GRANTS

RECOMMENDATION

(original ammount available for event grants totals

\$81,861

BATTLE OF WATERLOO

Dec 16-17, 2022

PROJECTED ECONOMIC IMPACT

EVENT VS OVERALL ECON
IMPACT

Young Arena

\$455,935

10.88%

REQUEST: \$10,000

CEDAR VALLEY PRIDEFEST

Aug 27-28, 2022

PROJECTED ECONOMIC IMPACT

EVENT VS OVERALL ECON
IMPACT

D'town W'loo

\$690,279

16.48%

REQUEST: \$6,000

YOUTH USBC BOWLING

Sept 30-Oct 2, 22

PROJECTED ECONOMIC IMPACT

EVENT VS OVERALL ECON
IMPACT

Cadillac & Maple

\$323,921

7.73%

REQUEST: \$10,000

MARCHING/DARKNESS [DRILL TEAM COMP]

July 8-9, 2022

PROJECTED ECONOMIC IMPACT

EVENT VS OVERALL ECON
IMPACT

Cattle Congress

\$231,035

5.51%

REQUEST: \$6,000

IOWA IRISHFEST

Aug 5-7, 2022

PROJECTED ECONOMIC IMPACT

EVENT VS OVERALL ECON
IMPACT

D'town W'loo

\$1,660,492

39.64%

REQUEST: \$20,000

FEELIN' SOUR

9-Jul

PROJECTED ECONOMIC IMPACT

EVENT VS OVERALL ECON
IMPACT

Riverloop Expo

\$140,449

3.35%

REQUEST: \$3,000

EXPERIENCE WATERLOO B.O.D.

RECOMMENDATION

\$79,000

EXP. W'LOO
RECOMMENDATION

PERCENT OF RECOMMENDATIO
VS OVERALL FUND

\$10,000

12.66%

EXP. W'LOO
RECOMMENDATION

PERCENT OF RECOMMENDATIO
VS OVERALL FUND

\$6,000

7.59%

EXP. W'LOO
RECOMMENDATION

PERCENT OF RECOMMENDATIO
VS OVERALL FUND

\$10,000

12.66%

EXP. W'LOO
RECOMMENDATION

PERCENT OF RECOMMENDATIO
VS OVERALL FUND

\$6,000

7.59%

EXP. W'LOO
RECOMMENDATION

PERCENT OF RECOMMENDATIO
VS OVERALL FUND

\$20,000

25.32%

EXP. W'LOO
RECOMMENDATION

PERCENT OF RECOMMENDATIO
VS OVERALL FUND

\$3,000

3.80%

FY23 EVENT GRANTS

RECOMMENDATION

(original ammount available for event grants totals

\$81,861

WSA SOFTBALL TOURNAMENTS

Jul 15-17, 2022

PROJECTED ECONOMIC IMPACT

EVENT VS OVERALL ECON
IMPACT

Hoing-Rice

\$193,341

4.62%

REQUEST: \$4,000

EMPOWERING BASKETBALL

15/16/17-Jul-21

PROJECTED ECONOMIC IMPACT

EVENT VS OVERALL ECON
IMPACT

CVSportsplex

\$359,941

8.79%

REQUEST: \$7,500

WATERLOO WARBIRDS AIRSHOW

21-Sep-22

PROJECTED ECONOMIC IMPACT

EVENT VS OVERALL ECON
IMPACT

W'loo Airport

\$425,345

11.08%

REQUEST: \$75,000

EBONITE BOWLING

Sept 16-18, 2022

PROJECTED ECONOMIC IMPACT

EVENT VS OVERALL ECON
IMPACT

Cadillac & Maple

\$343,732

28.54%

REQUEST: \$5,000

EXPERIENCE WATERLOO B.O.D.

RECOMMENDATION

\$79,000

EXP. W'LOO
RECOMMENDATION

PERCENT OF RECOMMENDATIO
VS OVERALL FUND

\$4,000

5.06%

EXP. W'LOO
RECOMMENDATION

PERCENT OF RECOMMENDATIO
VS OVERALL FUND

\$7,500

9.49%

EXP. W'LOO
RECOMMENDATION

PERCENT OF RECOMMENDATIO
VS OVERALL FUND

\$7,500

9.49%

EXP. W'LOO
RECOMMENDATION

PERCENT OF RECOMMENDATIO
VS OVERALL FUND

\$5,000

6.33%

Council Communication**City Council Meeting:** TBD**Prepared:** May 2, 2022**Dept. Head Signature:** Tavis Hall, Experience Waterloo**Number of Attachments:** 1**SUBJECT:** FY23 Q1 & Q2 Hotel/Motel Event Grant Requests**Submitted by:** Tavis Hall, Experience Waterloo**Recommended City Council Action:** Approve Experience Waterloo (CVB) board recommendation of \$79,000.**Event Summary**

The Experience Waterloo Board of Directors is recommending the grant awards for 10 events happening in Q1 & Q2 of FY23. These grant recommendations total \$79,000.

See attachment for summary of events with Economic Impact totals attached.

Projected economic impact: \$4,824,470**Request:** \$79,000**ROI (Economic impact based on requested funds):** An \$79,000 total award for these 4 events would return \$61.07 per dollar invested.**Source of Funds:** Hotel-motel tax grant funding for FY23**Policy Issue:** None**Alternative:** Do not provide funding or provide alternate funding amount.**Background Information:** The Experience Waterloo Board reviewed all applications and scored based on the project's ability to meet the goals of the grant program:

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

CITY OF WATERLOO

Council Communication

Resolution approving six (6) FY2023 Hotel-Motel Partner Grant Requests, in the amount of \$82,000.00, as recommended by the Convention and Visitors Bureau Board.

City Council Meeting: 7/5/2022

Prepared: 6/30/2022

ATTACHMENTS:

Description	Type
▣ FY23 Partner Grants - Council	Backup Material

SUBJECT:

Resolution approving six (6) FY2023 Hotel-Motel Partner Grant Requests, in a total amount of \$82,000.00, as recommended by the Convention and Visitors Bureau Board.

Submitted by:

Submitted By: Tavis Hall, Executive Director of Experience Waterloo

Recommended Action:

Approve Experience Waterloo (CVB) board recommendation of \$82,000.

The Experience Waterloo Board of Directors is recommending the grant awards for 6 partner organizations. These grant recommendations total \$82,000.

Main Street Waterloo: \$8,000

Grout Museum District: \$23,000

Waterloo Center for the Arts: \$23,000

Dan Gable Museum: \$8,000

Waterloo Playhouse: \$12,000

Cedar Valley Arboretum: \$8,000

Summary Statement:

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

1. Does the project have a significant economic impact / significantly enhance the visitor's experience in Waterloo?
2. Does the project strengthen the perceptions of Waterloo?
3. How important are grant dollars toward ensuring the success of the project?
4. Is the application clear, complete and thought-out?
5. Is the project new, or are there significant changes from previous years?
- 6.

Council Communication**City Council Meeting:** TBD**Prepared:** May 2, 2022**Dept. Head Signature:** Tavis Hall, Experience Waterloo**Number of Attachments:** 1**SUBJECT:** FY23 Hotel/Motel Partner Grant Requests**Submitted by:** Tavis Hall, Experience Waterloo**Recommended City Council Action:** Approve Experience Waterloo (CVB) board recommendation of \$82,000.**Event Summary**

The Experience Waterloo Board of Directors is recommending the grant awards for 6 partner organizations. These grant recommendations total \$82,000.

Main Street Waterloo: \$8,000

Grout Museum District: \$23,000

Waterloo Center for the Arts: \$23,000

Dan Gable Museum: \$8,000

Waterloo Playhouse: \$12,000

Cedar Valley Arboretum: \$8,000

Source of Funds: Hotel-motel tax grant funding for FY23**Policy Issue:** None**Alternative:** Do not provide funding or provide alternate funding amount.**Background Information:** The Experience Waterloo Board reviewed all applications and scored based on the project's ability to meet the goals of the grant program:

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

CITY OF WATERLOO

Council Communication

Resolution approving the Economic Development Assistance Contract with Hydrite Chemical Co., and the Iowa Economic Development Authority, for an award of total incentives of \$1,521,000.00, and authorizing the Mayor to execute said document.

City Council Meeting: 7/5/2022

Prepared: 6/14/2022

ATTACHMENTS:

Description	Type
❑ State Contract	Backup Material
❑ Aerial Map	Backup Material

SUBJECT:

Resolution approving the Economic Development Assistance Contract with Hydrite Chemical Co., and the Iowa Economic Development Authority, for an award of total incentives of \$1,521,000.00, and authorizing the Mayor to execute said document.

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Recommended Action:

Resolution approving the economic development assistance grant with IEDA and Hydrite Chemical Co.

Summary Statement:

Hydrite Chemical Co., 2815 WCF&N Drive, continues to expand their only Iowa location in Waterloo. Hydrite will construct a 13,500 square foot office building, 9,600 square foot maintenance shop and expand their transportation fleet, which adds a 10,000 square foot tanker/wash/chemical facility. Future plans include a 41,000 square foot warehouse and when all projects are complete, there will be 74,100 square feet of new buildings. As a result of this new development, Hydrite qualified and has been approved for State incentives through High Quality Jobs Program of \$1,521,000.00. The total private investment by Hydrite is \$21,300,000.00.

Neighborhood Impact:

The project qualified for the High Quality Jobs Program and 20 new jobs will be created. The average qualifying laborshed wage for Black Hawk County is \$20.01 and the average wage of jobs at Hydrite will be \$33.51.

Data/Analysis and Strategies: Economic Development, Quality Job Creation

Expenditure Required/Source of Tax rebates through approved development agreement
Funds:

Legal Descriptions:

***ECONOMIC DEVELOPMENT
ASSISTANCE CONTRACT***

BY

HYDRITE CHEMICAL CO.,

THE CITY OF WATERLOO,

AND THE

IOWA ECONOMIC DEVELOPMENT AUTHORITY

CONTRACT NUMBER: 22-HQJP-022

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ARTICLE 6:	REPRESENTATIONS AND WARRANTIES
ARTICLE 7:	COVENANTS OF THE RECIPIENT
ARTICLE 8:	COVENANTS OF THE COMMUNITY
ARTICLE 9:	EVENTS OF DEFAULT; NOTICE AND OPPORTUNITY TO CURE; AND REMEDIES AVAILABLE TO IEDA
ARTICLE 10:	MISCELLANEOUS

CONTRACT EXHIBITS

Exhibit A -	Recipient's Financial Assistance Application (on file with IEDA), Application # BFAA-000676
Exhibit B-1	High Quality Jobs Program - Tax Credit Special Conditions Conditions
Exhibit C -	Description of the Project and Award Budget
Exhibit D -	Job Obligations
Exhibit E -	Reserved
Exhibit F -	Reserved

Economic Development Assistance Contract

RECIPIENT:	HYDRITE CHEMICAL CO.
COMMUNITY:	CITY OF WATERLOO
CONTRACT NUMBER:	22-HQJP-022
AWARD DATE:	FEBRUARY 18, 2022
AWARD AMT. – TAX INCENTIVES	\$1,521,000

This ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT (Contract) is made as of the Contract Effective Date by the Iowa Economic Development Authority (IEDA or Authority), 1963 Bell Avenue, Suite 200, Des Moines, IA 50315, and Hydrite Chemical Co. (Recipient), 2815 WCF & N Drive, Waterloo, IA 50703, and the City of Waterloo (Community), 715 Mulberry Street, Waterloo, IA 50703.

WHEREAS, the Recipient submitted an application to IEDA requesting assistance in financing its Project as more fully described in Exhibit C, *Description of the Project and Award Budget* (the Project); and

WHEREAS, the Iowa Economic Development Authority Board (IEDA Board) awarded the Recipient assistance for the Project from the funding sources identified herein (collectively, the Award), all of which are subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the Recipient, the Community and IEDA agree to the following terms:

ARTICLE 1: CONTRACT DURATION

This Contract shall be in effect on the Contract Effective Date and shall remain in effect until after completion of each of the following:

(a) *Through Project Completion Date.* Through the Project Completion Period and for a reasonable period of time after Project Completion Date during which IEDA will conduct Project closeout procedures to verify that the Project was completed in compliance with Contract requirements.

(b) *Through Maintenance Period Completion Date and Contract Closeout.* Through the Maintenance Period Completion Date and for a reasonable period of time after Maintenance Period Completion Date during which IEDA will conduct closeout procedures to verify that the Project was maintained in compliance with Contract requirements.

(c) *Repayment or Payment Obligation.* Until all outstanding amounts due to IEDA, if any, are received by IEDA or all outstanding obligations to IEDA are satisfied in full.

(d) *Contract End Date.* Until IEDA has completed Contract closeout procedures and provided Recipient and Community with written Notice of Final Contract Closeout. This Contract shall terminate as of the date stated in the written Notice of Final Contract Closeout. Such date shall be the Contract End Date.

ARTICLE 2: DEFINITIONS

The following terms apply to this Contract:

“*Affiliate*” means any entity to which any of the following applies:

- a. Directly, indirectly, or constructively controls another entity.
- b. Is directly, indirectly or constructively controlled by another entity.
- c. Is subject to the control of a common entity. A common entity is one which owns directly or individually more than ten percent of the voting securities of the entity.

“*Award*” means any and all assistance provided by IEDA for the Project under this Contract.

“*Award Date*” means the date first stated in this Contract and is the date the IEDA Board approved the award of financial assistance to the Recipient for the Project.

“*Award Funds*” means the cash that is provided by IEDA for this Project as Project Completion Assistance, including loans.

“*Base Employment Level*” means the number of Full-Time Equivalent positions as established by IEDA and Recipient using Recipient’s payroll records, as of the date Recipient applied for Tax Incentives or Project Completion Assistance. The number of jobs Recipient has pledged to create and retain shall be in addition to the Base Employment Level.

“*Benefits*” means nonwage compensation provided to an employee. Benefits include medical and dental insurance plans, pension, retirement, and profit-sharing plans, child care services, life insurance coverage, vision insurance coverage, and disability insurance coverage.

“*Brownfield site*” means an abandoned, idled, or underutilized property where expansion or redevelopment is complicated by real or perceived environmental contamination. A brownfield site includes property contiguous with the site on which the property is located. A brownfield site does not include property which has been placed, or is proposed for placement, on the national priorities list established

pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act, 42, U.S.C. 9601 et seq. In order to administer similar programs in a similar manner, the IEDA will attempt to apply this definition in substantially the same way as similar definitions are applied by the Brownfield Advisory Council established in Iowa code section 15.294 and may consult members of the council or other staff as necessary.

“Contract Effective Date” means the latest date on the signature page of this Contract.

“Contract End Date” means the date stated in the Notice of Final Contract Closeout issued by IEDA pursuant to Article 1.

“Created Job” means a new, permanent, Full-Time Equivalent (FTE) position added to Recipient’s payroll in excess of the Base Employment Level at the time of application for Tax Incentives or Project Completion Assistance.

“Full-Time Equivalent job,” “FTE,” or “full-time” means the employment of one person:

1. For 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave; or
2. The number of hours or days per week, including paid holidays, vacations and other paid leave, currently established by schedule, custom, or otherwise, as constituting a week of full-time work for the kind of service an individual performs for an employing unit, provided that the number of hours per week is at least 32 hours per week for 52 weeks per year including paid holidays, vacations, and other paid leave.

For purposes of this definition, “employment of one person” means the employment of one natural person and does not include “job sharing” or any other means of aggregation or combination of hours worked by more than one natural person.

“Grayfield site” means a property meeting all of the following requirements:

- a. The property has been developed and has infrastructure in place, but the property’s current use is outdated or prevents a better or more efficient use of the property. Such property includes vacant, blighted, obsolete, or otherwise underutilized property.
- b. The property’s improvements and infrastructure are at least twenty-five years old and one or more of the following conditions exists:
 - (1) Thirty percent or more of a building located on the property that is available for occupancy has been vacant or unoccupied for a period of twelve months or more.
 - (2) The assessed value of the improvements on the property has decreased by twenty-five percent or more.
 - (3) The property is currently being used as a parking lot.
 - (4) The improvements on the property no longer exist.
- c. The Authority will attempt to apply this definition in substantially the same manner as similar definitions are applied by the Brownfield Advisory Council established in Iowa code section 15.294.

“Job Obligations” means the jobs that must be created or retained as a result of receipt of state or federal financial assistance, Project Completion Assistance, or Tax Incentives from IEDA and that are required to meet the Qualifying Wage Threshold requirements. Recipient’s Job Obligations are specified in Exhibit D of this Contract. Jobs that do not meet the Qualifying Wage Threshold requirements shall not be counted toward Recipient’s job creation or job retention obligations contained in Exhibit D. The Job Obligations in Exhibit D include Recipient’s Base Employment Level and the number of new jobs required to be created above the Base Employment Level. If the Project is a Modernization Project, the Job Obligations will not include Created or Retained Jobs but the Recipient will be required to maintain the Base Employment Level.

“Laborshed Wage” means the Qualifying Wage Threshold applicable to Recipient’s Project as calculated pursuant to rule 261 IAC 173.2 and 261 IAC chapter 174 and as specified in Exhibit D of this Contract.

“Loan” means an Award of assistance with the requirement that the Award be repaid with term, interest rate, and other conditions specified as part of the conditions of the Award. “Loan” includes deferred loans, forgivable loans, and float loans. A “deferred loan” is one for which the payment for principal, interest, or both, is not required for some specified period. A “forgivable loan” is one for which repayment is eliminated in part or entirely if the borrower satisfies specified conditions. A “float loan” means a short-term loan, not to exceed 30 months, made from obligated but unexpended moneys.

“Maintenance Period” means the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in Iowa for this period of time.

“Maintenance Period Completion Date” means the date on which the Maintenance Period ends. The specific date on which the Maintenance Period ends is identified in Exhibit D.

“Modernization Project” means a Project in which no high quality jobs are created or retained but economic activity is furthered by the qualifying investment and will result in increased skills and wages for the current employees.

“Person” means as defined in Article 6.1(g) of this Contract.

“Project” means the description of the work and activities to be completed by the Recipient as outlined in Exhibit C - Description of the Project and Award Budget.

“Project Completion Assistance” means financial assistance or technical assistance provided to an eligible business in order to facilitate the start-up, location, modernization, or expansion of the business in this state and provided in an expedient manner to ensure the successful completion of the start-up location, modernization, or expansion project.

“Project Completion Date” means the date by which the Recipient of incentives or assistance has agreed to meet all the terms and obligations contained in this Contract. The Project Completion Date will be a date by which the project must be completed, all incented jobs must be created or retained, and all other applicable requirements must be met. The specific date on which the project completion period ends is identified in Exhibit D.

“Project Completion Period” means the period of time between the Award Date and the Project Completion Date.

“Qualifying Jobs” are those Created or Retained Jobs that meet or exceed the Qualifying Wage Threshold Requirement established to qualify for program funding for the programs providing assistance to this Project.

“Qualifying Wage Threshold” means the Laborshed Wage as calculated by IEDA pursuant to statute and rule for each program under which financial assistance or Tax Incentives for this Project are awarded. The Qualifying Wage Threshold Requirement for this Project is outlined in Exhibit D, Job Obligations.

“Recipient’s Employment Base” means the number of jobs as stated in Exhibit D – Job Obligations that the Recipient and IEDA have established as the Base Employment Level for this Project. The number of jobs the Recipient has pledged to create shall be in addition to the Recipient’s Employment Base.

“Retained Job” means an existing job that meets the Qualifying Wage Threshold Requirements and

would be eliminated or moved to another state if the Project did not proceed in Iowa.

“Sufficient Benefits” means that Recipient offers to each Full-Time Equivalent permanent position a benefits package that meets one of the following:

1. Recipient pays 70 percent of the premium costs for a standard medical plan for single employee coverage with the maximum deductible specified for this project in Exhibit D; or
2. Recipient pays 60 percent of the premium costs for a standard medical plan for employee family coverage with the maximum deductible specified for this project in Exhibit D; or
3. Recipient provides medical coverage and pays the monetary equivalent of paragraph “1” or “2” above in supplemental employee benefits. Benefits counted toward monetary equivalent could include medical coverage, dental coverage, vision insurance, life insurance, pension, retirement, 401k, profit sharing, disability insurance, and child care services.

“Tax Incentives” means the tax credits, refunds, or exemptions IEDA has awarded for this Project as detailed in Article 3.

“Total Project Cost” means the cost incurred by the Recipient to complete the Project as described in Exhibit C.

ARTICLE 3: AWARD TERMS

3.1 Total Award Amount. The IEDA Board has approved an Award to the Community and Recipient from the funding sources and in the maximum amounts shown below:

TAX INCENTIVES	FORM	MAXIMUM AMOUNT
High Quality Jobs Program	Tax Incentives	\$ 1,521,000
<i>TOTAL STATE TAX INCENTIVES:</i>		<i>\$ 1,521,000</i>

3.2 Terms and Conditions of Award. The terms and conditions of the Award shall be as described in this Contract and the following incorporated exhibit(s):

Exhibit B-1 High Quality Jobs Program – Tax Credit Component Special Conditions

ARTICLE 4: CONDITIONS TO AWARD; DISBURSEMENT AND ISSUANCE TERMS

4.1 Reserved.

4.2 Tax Incentives—Conditions to Issuance of Tax Credit Number.

(a) *Tax Credit Number Required to Claim Incentives.* Recipient shall not claim the Tax Incentives described in Article 3 until IEDA has issued a tax credit number for this Project and Recipient has undertaken the activities described in this Contract and the applicable law to be eligible for such Tax Incentives.

(b) *Issuance of Tax Credit Number.* Upon satisfaction of the conditions described herein, IEDA will issue a tax credit number to the Recipient for this Project. The tax credit number shall be used in preparing any claims for Tax Incentives.

(c) *Conditions to Issuance of Tax Credit Number.* The obligation of IEDA to issue a tax credit number shall be subject to the conditions precedent described in Article 4.

(d) *Documents Submitted.* IEDA shall have received the documents described in section 4.3, properly executed and completed, and approved by IEDA as to form and substance, prior to issuing any tax credit number.

4.3 Documents required.

(a) *Contract.* Fully executed Contract.

(b) *Incorporation Documents.* Copies of the Articles of Incorporation or the Articles of Organization, whichever is appropriate, of the Recipient, certified in each instance by its secretary or assistant secretary.

(c) *Certificate of Existence; Certificate of Authority.* A certificate of existence for the Recipient from the State of incorporation or organization, whichever is appropriate, and a certificate of authority authorizing the Recipient to conduct business in the state of Iowa, if it is not organized or incorporated in Iowa.

(d) *Results of Lien and Tax Search and Documentation of Satisfactory Credit History.* Financing statement, tax and judgment lien search results, in the Recipient's state of incorporation or organization, against the Recipient and/or the property serving as the Recipient's security under this Contract, and documentation of satisfactory credit history of the Recipient and guarantors, as applicable, with no judgments or unsatisfied liens or similar adverse credit actions.

(e) *Other Required Documents.* Such other contracts, instruments, documents, certificates and opinions as IEDA may reasonably request.

(f) *Solid or Hazardous Waste Audit.* To comply with Iowa Code section 15A.1(3)"b," if the Recipient generates solid or hazardous waste, it must either: a) submit a copy of the Recipient's existing in-house plan to reduce the amount of waste and safely dispose of the waste based on an in-house audit conducted within the past 3 years; or b) submit an outline of a plan to be developed in-house; or c) submit documentation that the Recipient has authorized the Iowa Department of Natural Resources or Iowa Waste Reduction Center to conduct the audit.

(g) *Release Form – Confidential Tax Information.* A signed Authorization for Release of Confidential State Tax Information form to permit IEDA to receive the Recipient's state tax information directly from the Iowa Department of Revenue for the purpose of evaluation and administration of Tax Incentives and other state financial assistance programs.

(h) *Project Financial Commitments.* The Recipient shall have submitted documentation acceptable to IEDA from the funding sources identified in Exhibit A committing to the specified financial involvement in the Project and received the IEDA's approval of the documentation. The documentation shall include the amount, terms and conditions of the financial commitment, as well as any applicable schedules and may include agreements and resolutions to that effect.

(i) *State Building Code Bureau Approval.* If any part of the Award proceeds will be used for the construction of new buildings and if any of the following applies:

1. The building or structure is located in a governmental subdivision which has not adopted a local building code; or

2. The building or structure is located in a governmental subdivision which has adopted a building code, but the building code is not enforced; or

3. Bidding for construction shall not be conducted prior to obtaining written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.

4.4 Suspension, Reduction or Delay of Award. Any one or more of the following shall be grounds for IEDA to suspend, delay or reduce the amount of disbursement of Award Funds or delay the issuance of a tax credit number or receipt of Tax Incentives:

(a) *Suspected event of default.* If IEDA believes an event of default has occurred, IEDA has the discretion to temporarily suspend or delay disbursement or issuance of the Award Funds or Tax Incentives while the suspected event of default is being investigated or resolved.

(b) *Unremedied event of default.* Upon the occurrence of an Event of Default, as defined in this Contract, by the Recipient, IEDA may suspend payment or issuance of the Award to the Recipient until such time as the default has been cured.

(c) *Layoff, closure or relocation.* In the event the Recipient experiences a layoff within the state of Iowa, relocates, closes any of its Iowa facilities or for Modernization Projects, reduces its Base Employment Level, IEDA has the discretion to reduce or eliminate some or all of the Award.

(d) *Reduction, discontinuance or alteration of state funding/programs.* Any termination, reduction, or delay of funds or Tax Incentives available due, in whole or in part, to (i) lack of, reduction in, or a deappropriation of revenues or Tax Incentives previously appropriated or authorized for this Contract, or (ii) any other reason beyond the IEDA's control may, in the IEDA's discretion, result in the suspension, reduction or delay of Award Fund or authorization or issuance of Tax Incentives to the Recipient.

4.5 Closing Cost Fee. Upon execution of the contract and prior to the issuance of a tax credit number or the disbursement of Award Funds, an eligible business shall remit to the Authority a one-time compliance cost fee in the amount of \$500.

ARTICLE 5: RESERVED.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1 Representations of Recipient. The Recipient represents and warrants to IEDA as follows:

(a) *Organization and Qualifications.* The Recipient is duly organized, validly existing and in good standing under the state of its incorporation or organization, whichever is appropriate, and is authorized to conduct business in the state of Iowa. The Recipient has full and adequate power to own its property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the property owned or leased by it requires such licensing or qualifying, except where the failure to so qualify would not have a material adverse effect on the Recipient's ability to perform its obligations hereunder.

(b) *Authority and Validity of Obligations.* The Recipient has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of Recipient to execute this Contract and issue, execute or otherwise secure or deliver any documents or obligations required under this Contract on behalf of the Recipient, and to perform, or cause to be performed, each and all of the obligations under the Contract.

The Contract delivered by the Recipient has been duly authorized, executed and delivered by the Recipient and constitutes the valid and binding obligations of the Recipient and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order, or decree binding upon the Recipient or any provision of the corporate governance documents of the Recipient, nor does this Contract contravene or constitute a default under any covenant, indenture or contract of or affecting the Recipient or any of its properties.

(c) *Affiliates.* The Recipient has no Affiliates involved with the Project on the Contract Effective Date.

(d) *Financial Reports.* The balance sheet of the Recipient furnished to IEDA fairly presents its financial condition as of said date and is in conformity with Generally Accepted Accounting Principles (GAAP) applied on a consistent basis. The Recipient has no contingent liabilities which are material to it, other than as indicated on such financial statements or, with respect to future periods, on the financial statements furnished to IEDA.

(e) *No Material Adverse Change.* Since the Award Date, there has been no change or the Recipient foresees no change in the condition (financial or otherwise) of the Recipient or the prospects of the Recipient, except those occurring in the ordinary course of business, none of which individually or in the aggregate has been materially adverse. To the knowledge of the Recipient, there has been no material adverse change in the condition of the Recipient, financial or otherwise, or the prospects of the Recipient.

(f) *Full Disclosure; Recipient's Financial Assistance Application.* The statements and other information furnished to the IEDA by Recipient in its Financial Assistance Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that, as to any projections furnished to the IEDA, the Recipient only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.

(g) *Trademarks, Franchises and Licenses.* The Recipient owns, possesses, or has the right to use all necessary patents, licenses, franchises, trademarks, trade names, trade styles, copyrights, trade secrets, knowhow and confidential commercial and proprietary information to conduct its business as now conducted, without known conflict with any patent, license, franchise, trademark, trade name, trade style, copyright or other proprietary right of any other Person. As used in this Contract, "*Person*" means an individual, partnership, corporation, association, trust, unincorporated organization or any other entity or organization, including a government or agency or political subdivision thereof.

(h) *Governmental Authority and Licensing.* The Recipient has received all licenses, permits, and approvals of all Federal, state, local, and foreign governmental authorities, if any, necessary to conduct its business, in each case where the failure to obtain or maintain the same could reasonably be expected to have a material adverse effect. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Recipient, threatened.

(i) *Litigation and Other Controversies.* There is no litigation or governmental proceeding pending, nor to the knowledge of the Recipient, threatened, against the Recipient which, if adversely determined would result in any material adverse change in the financial condition, properties, business or operations of the Recipient, nor is the Recipient aware of any existing basis for any such litigation or governmental proceeding.

(j) *Good Title.* The Recipient has good and defensible title to or valid leasehold interests in all of its property involved with the Project including, without limitation, the Secured Property if real property is a

security for this Contract reflected on the most recent balance sheets furnished to the IEDA, except for sales of assets in the ordinary course of business.

(k) *Taxes.* All tax returns the Recipient is required to file in any jurisdiction have, in fact, been filed, and all taxes, assessments, fees and other governmental charges upon the Recipient or upon any of its property, income or franchises, which are shown to be due and payable in such returns, have been paid, except such taxes, assessments, fees and governmental charges, if any, which are being contested in good faith and by appropriate proceedings which prevent enforcement of the matter under contest and as to which adequate reserves established in accordance with GAAP have been provided. The Recipient knows of no proposed additional tax assessment against it for which adequate provisions in accordance with GAAP have not been made on its accounts. Adequate provisions in accordance with GAAP for taxes on the books of the Recipient have been made for all open years, and for their current fiscal period.

(l) *Other Contracts.* The Recipient is not in default under the terms or any covenant, indenture or contract of or affecting the Recipient's business or any of its properties, which default, if uncured, would have a material adverse effect on its financial condition, properties, business or operations.

(m) *No Event of Default.* No Event of Default, as defined in Article 9, has occurred or is continuing.

(n) *Compliance with Laws.* The Recipient is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the business operations of the Recipient and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Recipient. The Recipient has not received notice that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Recipient.

(o) *Effective Date of Representations and Warranties.* The warranties and representations of this Article are made as of the Contract Effective Date and shall be deemed to be renewed and restated by the Recipient at the time each request for disbursement of Award Funds is submitted to IEDA or each time Tax Incentives are claimed by the Recipient.

6.2 Representations of Community.

(a) *Local Approvals Received; Authority and Validity of Obligations.* The Community has secured all necessary local approvals and has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of the Community to:

1. Sign this Contract, and
2. Perform each and all of the Community's obligations under this Contract.

The Contract delivered by the Community has been duly authorized, executed and delivered by the Community and constitutes the valid and binding obligations of the Community and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order or decree binding upon the Community or contravene or constitute a default under any covenant, indenture or contract of or affecting the Community or any of its properties.

(b) *Local Commitment.* The Community represents that there are legally enforceable commitments in

place for the Community local commitment identified for the Project in *Exhibit C -Description of the Project and Award Budget*.

(c) *No Material Adverse Change*. Since the Award Date, there has been no material adverse change in the Community's ability to perform its obligations under this Contract.

(d) *Full Disclosure; Community's Financial Assistance Application*. The statements and other information furnished to the IEDA by the Community in the Financial Assistance Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that, as to any projections furnished to the IEDA, the Community only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.

(e) *Governmental Authority and Licensing*. The Community has received all licenses, permits, and approvals of all federal, state, local, and foreign governmental authorities, if any, necessary to perform its obligations under this Contract. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Community, threatened.

(f) *Litigation and Other Controversies*. There is no litigation or governmental proceeding pending, nor to the knowledge of the Community, threatened, against the Community which, if adversely determined would result in any material adverse change in the Community's ability to perform under this Contract, nor is the Community aware of any existing basis for any such litigation or governmental proceeding.

(g) *No Event of Default*. No Event of Default by the Community, as defined in Article 9, has occurred or is continuing.

(h) *Compliance with Laws*. The Community is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the operations of the Community and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Community in relation to the Community's ability to perform its obligations under this contract. The Community has not received notice that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Community in relation to the Community's ability to perform its obligations under this contract.

(i) *Effective Date of Representations and Warranties*. The warranties and representations of this Article are made as of the Contract Effective Date.

ARTICLE 7: COVENANTS OF THE RECIPIENT

For the duration of this Contract, the Recipient covenants to IEDA as follows:

7.1 Project Performance Obligations.

(a) *Use Award Funds only for Project*. The Recipient shall use the Award Funds only for the Project and for the activities described in Exhibit C -Description of the Project and Award Budget and this Contract. Use of the Award Funds shall conform to the Budget for the Project as detailed in Exhibit C -Description

of the Project and Award Budget. The Recipient represents that there are legally enforceable commitments in place from the funding sources identified for the Project in Exhibit C -Description of the Project and Award Budget.

(b) *Meet and Maintain Eligibility Requirements.* Recipient shall continue to meet and maintain all statutory eligibility requirements for the funding sources providing assistance under this Contract.

(c) *Project Time Period.* This Contract covers the Project time period from the Award Date through the Maintenance Period Completion Date. Recipient shall complete and maintain the Project within the Project time period shown below:

		COMPLIANCE MEASUREMENT POINT		COMPLIANCE MEASUREMENT POINT	
Award Date	Project Completion Period	Project Completion Date	Maintenance Period	Maintenance Period Completion Date	Contract Closeout
<i>“Award Date”</i> is the date first stated in this Contract and is the date the IEDA Board approved the awarding of financial assistance to the Recipient for the Project.	<i>“Project Completion Period”</i> is the period of time between the Award Date and the Project Completion Date.	<i>“Project Completion Date”</i> is the date defined in Exhibit D by which the Recipient must complete the Project. At this point, IEDA will review the Project to verify compliance with Contract terms and obligations.	<i>“Maintenance Period”</i> is the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in Iowa for this period of time.	<i>“Maintenance Period Completion Date”</i> is the date defined in Exhibit D on which the Maintenance Period ends. At this point, IEDA will review the Project to verify that it was maintained in compliance with Contract terms and obligations.	IEDA will conduct Contract Closeout procedures after all events described in Article 1 have been met. <i>“Contract End Date”</i> is the date stated in IEDA’s written Notice of Final Contract Closeout that is issued pursuant to Article 1.

(d) *Complete Project by Project Completion Date.* By the Project Completion Date, Recipient shall complete the Project, make the total investment it pledged for the Project and in accordance with the Award Budget as detailed in Exhibit C - Description of the Project and Award Budget, and comply with all other performance requirements described in this Contract.

(e) *Total Project Costs.* By the Project Completion Date, Recipient shall have completed the Project with a Total Project Cost as detailed in Exhibit C - Description of the Project and Award Budget.

(f) *Maintain Project through Maintenance Period Completion Date.* Recipient shall maintain the Project through the Maintenance Period Completion Date.

(g) *Maintain Project in Iowa During Contract Period.* The Recipient shall at all times preserve and maintain its existence as a corporation in good standing and maintain the Project in Iowa. The Recipient will preserve and keep in force and effect all licenses, permits, franchises, approvals, patents, trademarks, trade names, trade styles, copyrights and other proprietary rights necessary to the proper conduct of its respective business.

7.2 Taxes and Insurance.

(a) *Pay Taxes and Assessments.* The Recipient shall duly pay and discharge all taxes, rates, assessments, fees, and governmental charges upon or against its properties, in each case before the same

become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith and by appropriate proceedings and adequate reserves are provided therefore.

(b) *Maintain Insurance.* The Recipient shall insure and keep insured in good and responsible insurance companies all insurable property owned by it which is of a character usually insured by Persons similarly situated and operating like properties against loss or damage from such hazards or risks as are insured by Persons similarly situated and operating like properties, and the Recipient shall insure such other hazards and risks, including employers' and public liability risks in good and responsible insurance companies as and to the extent usually insured by Persons similarly situated and conducting similar business. The Recipient will, upon request of IEDA, furnish a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Article.

7.3 Preserve Project and Protect Security.

(a) *Maintenance of Properties.* The Recipient shall maintain, preserve and keep its properties in good repair, working order and condition, ordinary wear and tear excepted, and will from time to time make all needful and proper repairs, renewals, replacements, additions and betterments thereto so that at all times the efficiency thereof shall be fully preserved and maintained in accordance with prudent business practices.

(b) *Restrictions on Security.* If Security is required pursuant to Article 5 of this Contract, the Recipient shall not, without prior written disclosure to IEDA and prior written consent of IEDA, which shall not be unreasonably withheld, directly or indirectly:

1. Sell, transfer, convey, assign, encumber or otherwise dispose of any of the Secured Property for this Project.
2. Place or permit any restrictions, covenants or any similar limitations on the Secured Property or in the Security Documents for the Project.
3. Remove from the Project site or the State all or any part of the Secured Property.
4. Create, incur or permit to exist any lien of any kind on the Secured Property.

7.4 Recipient Changes.

(a) *No Changes in Recipient Operations.* The Recipient shall not materially change the Project or the nature of the business and activities being conducted or proposed to be conducted by Recipient, as described in the Recipient's approved Financial Assistance Application, Exhibit A of this Contract, unless approved in writing by IEDA prior to the change.

(b) *Changes in Recipient Ownership, Structure and Control.* The Recipient shall not materially change the ownership, structure, or control of the business if it would adversely affect the Project. This includes, but is not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of assets directly associated with the Project. Recipient shall provide IEDA with advance notice of any proposed changes in ownership, structure or control. The materiality of the change and whether the change adversely affects the Project shall be as reasonably determined by IEDA.

7.5 Required Reports.

(a) *Review of Reports.* The Recipient shall prepare, sign and submit required reports, in the form and content required by IEDA, as specified in this Contract.

(b) *Reports.* The Recipient shall prepare, sign and submit the following reports to the IEDA throughout the Contract period:

<u>Report</u>	<u>Due Date</u>
<u>Annual Project Status Report</u> The Annual Project Status Report will collect information from the Recipient about the status of the Project.	July 31 st for the period ending June 30 th
<u>End of Project Report</u> The End of Project Report will collect information from the Recipient about the completed Project.	Within 30 days of Project Completion Date
<u>End of Maintenance Period Report</u> The End of Maintenance Period Report will collect information from the Recipient's continued maintenance of the Project.	Within 30 days of the end of the Maintenance Period Completion Date

(c) *Additional Reports, Financial Statements as Requested by IEDA.* The IEDA reserves the right to require more frequent submission of reports if, in the opinion of the IEDA, more frequent submissions would provide needed information about Recipient's Project performance, or if necessary in order to meet requests from the Iowa General Assembly, the Department of Management or the Governor's office. At the request of IEDA, Recipient shall submit its annual financial statements completed by an independent CPA, or other financial statements including, but not limited to, income, expense, and retained earnings statements.

7.6 Compliance with Laws.

(a) *State, local and federal laws.* Recipient shall comply in all material respects with the requirements of all applicable federal, state and local laws, rules, regulations and orders.

(b) *Environmental laws.* Recipient shall comply in all material respects with all applicable environmental, hazardous waste or substance, toxic substance and underground storage laws and regulations, and the Recipient shall obtain any permits or licenses and shall acquire or construct any buildings, improvements, fixtures, equipment or its property required by reason of any applicable environmental, hazardous waste or substance, toxic substance or underground storage laws or regulations.

(c) *Nondiscrimination laws.* Recipient shall comply in all material respects with all applicable federal, state, and local laws, rules, ordinances, regulations and orders applicable to the prevention of discrimination in employment, including the administrative rules of the Iowa Department of Management and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action.

(d) *Worker rights and safety.* The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules, ordinances, regulations and orders applicable to worker rights and worker safety.

(e) *Immigration laws.* Recipient shall only employ individuals legally authorized to work in this State. In addition to any and all other applicable penalties provided by current law, all or a portion of the Award is subject to recapture by IEDA if Recipient is found to employ individuals not legally authorized to work in the State of Iowa.

(f) *Compliance with IEDA's Administrative Rules.* Recipient shall comply with IEDA's administrative rules for the programs under which assistance is provided to the Project and rules governing administration of this Contract.

7.7 Inspection and Audit. The Recipient shall permit the IEDA and its duly authorized representatives, at such reasonable times and reasonable intervals as the IEDA may designate, to:

(a) Conduct site visits and inspect the Project.

(b) Audit financial records related to the Project.

(c) Examine and make copies of the books of accounts and other financial records of the Recipient related to the Project.

(d) Discuss the affairs, finances and accounts of the Recipient with, and to be advised as to the same by, its officers, and independent public accountants. By this provision, the Recipient authorizes such accountants to discuss with the IEDA and the IEDA's duly authorized representatives the finances and affairs of the Recipient.

7.8 Maintenance and Retention of Records.

(a) *Maintain Accounting Records.* The Recipient is required to maintain its books, records and all other evidence pertaining to this Contract in accordance with GAAP and such other procedures specified by IEDA.

(b) *Access to Records.* Records to verify compliance with the terms of this Contract shall be available at all times, and made available to IEDA and its designees at places and times designated by IEDA, for the duration of this Contract and any extensions thereof. Recipient shall make its records available to: (i) IEDA; (ii) IEDA's internal or external auditors, agents and designees; (iii) the Auditor of the State of Iowa; (iv) the Attorney General of the State of Iowa; (v) the Iowa Division of Criminal Investigations and any other applicable law enforcement agencies.

(c) *Records Retention Period.* Recipient shall retain the records for a period of three (3) years from the Contract End Date, unless the records are the subject of an audit, investigation, or administrative or legal proceeding. In those instances, the records shall be retained until the audit, investigation or proceeding has been resolved.

7.9 Required Notices from Recipient to IEDA.

(a) *Notice of Major Changes.* Recipient shall provide IEDA with written notice within thirty (30) days of the occurrence of: (a) any event that has a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract; (b) the termination of the business conducted at the Project; (c) a material modification of the nature of the business conducted at the Project; and (d) the transfer of the Project or any material interest in the Project in connection with financing or refinancing the Project.

(b) *Notice of Proceedings.* Without limiting Section 7.9(a), Recipient shall promptly provide IEDA with written notice within ten (10) days of the occurrence of any claims, lawsuits, bankruptcy proceedings, or other proceedings brought against Recipient that have a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract.

7.10 Indemnification. The Recipient shall indemnify, defend and hold harmless the IEDA; the State

of Iowa; its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims ,including taxes, and all related costs and expenses ,including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties, arising from or in connection with any of the following:

- (a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the Project;
- (b) Any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by the Recipient of any representation, warranty or covenant made by the Recipient in this Contract;
- (c) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Recipient is required to insure against as provided for in this Contract; and
- (d) Any claim, demand, action, citation or legal proceeding which results from an act or omission of the Recipient or any of its agents in its or their capacity as an employer of a person.

7.11 Repayment of Unallowable Costs. Recipient shall repay any Award received or realized that is determined by IEDA, its auditors, agents or designees, the Auditor of the State of Iowa, or similar authorized governmental entity to be unallowable under the terms of this Contract.

7.12 Ongoing Fees Based on Claims. For the duration of this Contract and for as long as Recipient claims or applies for benefits against its Iowa tax liability under this Contract, Recipient shall remit to the Authority a compliance cost fee equal to one-half of 1 percent of the value of the Tax Incentives claimed pursuant to this Contract. The fee shall be due and payable upon filing the Recipient's annual tax return for each tax year in which the Recipient claims Tax Incentives under this Contract.

ARTICLE 8: COVENANTS OF THE COMMUNITY

For the duration of this Contract, the Community covenants to IEDA as follows:

8.1 Local Match. The Community shall provide the local financial assistance for the Project as described in Exhibit C, Project Description and Award Budget.

8.2 Notice to IEDA. In the event the Community becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, any change in the Recipient's ownership, structure or operation, or any other similar occurrence, the Community shall promptly provide written notice to IEDA.

ARTICLE 9: DEFAULTS AND REMEDIES

9.1 Default by Recipient. An unremedied Event of Default may result in termination of this Contract and repayment of all or a portion of the Award Funds disbursed to Recipient and the value of the Tax Incentives actually received, plus applicable default interest and costs.

(a) *Events of Default* Any one or more of the following shall constitute an "Event of Default" under this Contract:

1. *Nonpayment.* Failure to make a payment when due of any Loan or other payment required by this Contract whether by lapse of time, acceleration or otherwise; or
2. *Noncompliance with Covenants.* Default in the observance or performance of any covenant set

forth in Article 7, for more than twenty (20) business days; or

3. *Noncompliance with Security Documents.* Default in the observance or performance of any term of any Security Document if required in Article 5 beyond any applicable grace period set forth therein; or

4. *Noncompliance with Contract.* Default in the observance or performance of any other provision of this Contract; or

5. *Material Misrepresentation.* Any representation or warranty made by the Recipient in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof; or

6. *Security Deficiencies.* Any of the Security Documents that represent the Security pledged by Recipient to secure this Contract fails for any reason to create a valid and perfected priority security interest in favor of the IEDA; or

7. *Judgment.* Any judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes entered or filed against the Recipient or against any of its property and remains unvacated, unbonded or unstayed for a period of 30 days which materially and adversely affects Recipient's ability to perform its obligations under this Contract; or

8. *Adverse Change in Financial Condition.* Any change occurs in the financial condition of the Recipient which would have a material adverse effect on the ability of the Recipient to perform under this Contract; or

9. *Bankruptcy or Similar Proceedings Initiated.* Either the Recipient shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (v) commence any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, or (vi) fail to contest in good faith any appointments or proceeding described below; or

10. *Appointment of Officials.* A custodian, receiver, trustee, examiner, liquidator or similar official is appointed for either the Recipient or any substantial part of any of its respective property, or a proceeding described above is commenced against the Recipient and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of sixty (60) days; or

11. *Insecurity.* IEDA in good faith deems itself insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Contract, or the performance of or observance of the covenants in this Contract, is or will be materially impaired; or

12. *Failure to Submit Required Reports.* The Recipient fails to submit complete reports by the required due dates as outlined in Article 7; or

13. *Layoffs, Relocation or Closure.* The Recipient or any Affiliate experiences a layoff or relocates

or closes any of its facilities within the state of Iowa or there is a reduction in the Base Employment Level for any Project, including but not limited to Modernization Projects.; or

14. *Hiring workers not authorized to work in state.* The Recipient fails to only employ only individuals legally authorized to work in the state of Iowa. If Recipient is found to knowingly employ individuals not legally authorized to work in the state of Iowa then, in addition to any and all other applicable penalties provided by current law, all or a portion of the assistance received is subject to repayment; or

15. *Failure to Maintain Program Eligibility Requirements.* Recipient fails to maintain a statutory eligibility requirement for a program providing assistance under this Contract.

(b) *Notice of Default and Opportunity to Cure.* If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Recipient setting forth the nature of the alleged default in reasonable specificity and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, during which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

(c) *Remedies Available to IEDA.* When an Event of Default has occurred and is not cured within the required time period, IEDA may, after written notice to Recipient:

1. Terminate this Contract.
2. Suspend or reduce pending and future disbursements.
3. Declare immediately due and payable without further demand, presentment, protest or notice of any kind the principal and any accrued interest on any outstanding Promissory Notes issued pursuant to this Contract, including both principal and interest and all fees, charges and other amounts payable under this Contract.
4. Require repayment of all or a portion of Award Funds disbursed.
5. Revoke or reduce authorized Tax Incentives.
6. Require full repayment of all or a portion of the value of Tax Incentives received.

(d) Reserved.

(e) *Default Interest Rate.* If an Event of Default occurs and remains uncured, a default interest rate of 6% shall apply to repayment of amounts due under this Contract. The default interest rate shall accrue from the first date Award Funds are disbursed or Tax Incentives are received.

(f) *Expenses.* The Recipient agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA, including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Recipient or in connection with the enforcement of any of the terms of this Contract.

9.2 Default by Community.

(a) *Events of Default.* Any one or more of the following shall constitute an "Event of Default by Community" under this Contract:

1. *Noncompliance with Covenants.* Default in the observance or performance of any covenants of the Community set forth in Article 8, for more than five (5) business days; or

2. *Material Misrepresentation.* Any representation or warranty made by the Community in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made by Community in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof.

(b) *Notice of Default and Opportunity to Cure.* If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Community setting forth the nature of the alleged default in reasonable specificity and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, during which the Community shall have an opportunity to cure, provided that cure is possible and feasible.

(c) *Remedies Available to IEDA.* When an Event of Default by Community has occurred and is not cured within the required time period, IEDA may, after written notice to Community:

1. Suspend or reduce pending and future disbursements to Community.
2. Require payment by Community of the amount of local financial assistance pledged to the Project but not provided.
3. Terminate this Contract.

(d) *Expenses.* The Community agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Community or in connection with the enforcement of any of the terms of this Contract.

ARTICLE 10: MISCELLANEOUS.

10.1 Choice of Law and Forum; Governing Law.

(a) In the event any action or proceeding of a quasi-judicial or judicial nature is commenced arising out of or relating to this Contract, such action or proceeding shall be brought in Des Moines, Iowa, in the Iowa District Court for Polk County, if such court has jurisdiction. If, such court lacks jurisdiction and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

(b) This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the IEDA, the State of Iowa or its members, officers, employees or agents.

(c) This Contract and the rights and duties of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of Iowa without giving effect to any conflict of law principles that may require the application of the laws of another jurisdiction.

10.2 Contract Amendments. Neither this Contract nor any documents incorporated by reference in connection with this Contract, may be changed, waived, discharged or terminated orally, except as provided below:

(a) *Writing required.* The Contract may only be amended if done so in writing and signed by all the parties. Examples of situations requiring an amendment include, but are not limited to, time extensions, budget revisions, and significant alterations of existing activities or beneficiaries.

(b) *IEDA review.* Requests to amend this Contract shall be processed by IEDA in compliance with the IEDA's rules and procedures applicable to contract amendments.

10.3 Notices. Except as otherwise specified herein, all notices hereunder shall be in writing, including, without limitation by fax, and shall be given to the relevant party at its address, e-mail address, or fax number set forth below, or such other address, e-mail address, or fax number as such party may hereafter specify by notice to the other parties provided by United States mail, by fax or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

To the Recipient at:

Hydrite Chemical Co.
Tim Roemer, Sr. Tax Manager
17385 Golf Parkway
Brookfield, WI 53045

E-mail: tim.roemer@hydrite.com
Telephone: 262-792-8724

To the IEDA at:

Iowa Economic Development Authority
Compliance
1963 Bell Avenue, Suite 200
Des Moines, Iowa 50315
Attention: Business Development - Compliance

E-mail: Compliance@iowaeda.com
Telephone: 515.348.6200
Facsimile: 877.631.7575

To the Community at:

City of Waterloo Community Planning & Development Department
Tim Andera, Economic Development Specialist
715 Mulberry Street
Waterloo, IA 50703

E-mail: tim.andera@waterloo-ia.org
Telephone: 319-291-4262

Each such notice, request or other communication shall be effective (i) if given by e-mail, when such e-mail is transmitted to the e-mail address specified in this Article and a confirmation of such e-mail has been received by the sender, (ii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other means, when delivered at the addresses specified in this Article.

10.4 Headings. Article headings used in this Contract are for convenience of reference only and are not a part of this Contract for any other purpose.

10.5 Final Authority. The IEDA shall have the authority to reasonably assess whether the Recipient has complied with the terms of this Contract. Any IEDA determinations with respect to compliance with the provisions of this Contract shall be deemed final determinations pursuant to Iowa Code Chapter 17A, Iowa Administrative Procedure Act.

10.6 Waivers. No waiver by IEDA of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the IEDA in exercising any

right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by IEDA shall preclude future exercise thereof or the exercise of any other right or remedy.

10.7 Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

10.8 Survival of Representations. All representations and warranties made herein or in any other Contract document or in certificates given pursuant hereto or thereto shall survive the execution and delivery of this Contract and the other Contract documents and shall continue in full force and effect with respect to the date as of which they were made until all of Recipient's obligations or liabilities under this Contract have been satisfied.

10.9 Severability of Provisions. Any provision of this Contract which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. In the event any provision of this Contract is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as to be enforceable and it shall be enforced to that extent. All rights, remedies and powers provided in this Contract or any other Contract document may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Contract and any other Contract document are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Contract or any other Contract document invalid or unenforceable.

10.10 Successors and Assigns. This Contract shall be binding upon the Recipient and IEDA and their respective successors and assigns, and shall inure to the benefit of the IEDA and Recipient and their successors and assigns.

10.11 Nonassignment. This Contract shall not be assigned, in whole or in part, by Recipient unless approved in writing by IEDA. Any attempt by Recipient to assign this Contract other than as permitted herein shall be null and void.

10.12 Termination. This Contract can be terminated under any of the following circumstances:

- (a) *Agreement of the Parties.* Upon written agreement of the Recipient, the Community and IEDA.
- (b) *Unremedied Event of Default.* As a result of the Recipient's or Community's unremedied Event of Default pursuant to Article 9.
- (c) *Termination or reduction in funding to IEDA.* As a result of the termination or reduction of funding to IEDA as provided in Article 4.4(d).

10.13 Documents Incorporated by Reference. The following documents are incorporated by reference and considered an integral part of this Contract:

- 1. Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # **BFAA-000676**
- 2. Exhibit B-1 High-Quality Jobs Program – Tax Credit Component Special Conditions
- 3. Exhibit C - Description of the Project and Award Budget
- 4. Exhibit D - Job Obligations

- 5. Exhibit E- Reserved
- 6. Exhibit F - Reserved

10.14 Order of Priority. In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

- 1. Article 1 - 10 of this Contract.
- 2. Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # **BF AA-000676**
- 3. Exhibit B-1 High-Quality Jobs Program – Tax Credit Component Special Conditions
- 4. Exhibit C - Description of the Project and Award Budget
- 5. Exhibit D - Job Obligations
- 6. Exhibit E - Reserved
- 7. Exhibit F - Reserved

10.15 Integration. This Contract contains the entire agreement between the Parties relating to the Project. Any representations that may have been made before or after signing this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the Parties has relied on any such prior representation in entering into this Contract.

-This space intentionally left blank, signature page follows -

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract, effective as of the latest date stated below (Contract Effective Date).

FOR IEDA:

BY:

Deborah V. Durham, Director

Date

FOR RECIPIENT:

BY: DocuSigned by:

James Auerbach

94E596B9A77243A...

Signature
James Auerbach CFO

Typed Name and Title

June 14, 2022

Date

FOR THE COMMUNITY:

BY:

Signature

Typed Name and Title

Date

LIST OF EXHIBITS

Exhibit A -	Recipient's Financial Assistance Application (on file with IEDA), Application # BF AA-000676
Exhibit B-1	High Quality Jobs Program – Tax Credit Component Special Conditions
Exhibit C -	Description of the Project and Award Budget
Exhibit D -	Job Obligations
Exhibit E -	Reserved
Exhibit F -	Reserved

EXHIBIT B – 1 High Quality Jobs Program – Tax Credit Component

Special Conditions to Contract # 22-HQJP-022

The following additional terms shall apply to the Contract:

SECTION 1: ADDITIONAL DEFINITIONS.

The following additional terms are defined in this Contract as follows:

“Capital Investment” means the investment spent on depreciable assets. The minimum Capital Investment required for this Project is as stated in Section 2 of this Exhibit. The allowable categories of expenditures for purposes of calculating Capital Investment are described in IEDA’s administrative rule 261 IAC 174.10.

“Investment Qualifying for the Tax Credit” means new investment directly related to jobs created or retained by the start-up, location, expansion or modernization for this Project.

“Qualifying Investment” means the statutorily-required minimum investment amount that must be made and maintained by the Recipient to receive High Quality Jobs Program Tax Incentives for this Project. This amount is as stated in Section 2 of this Exhibit. Not all expenditures count toward meeting the required Qualifying Investment. The categories of expenditures that can be included for purposes of meeting and maintaining statutorily-required investment requirements are described in 261 IAC 174.10.

“Economically Distressed Area” means a county that ranks among the bottom 33 of all Iowa counties, as measured by either the average monthly unemployment level for the most recent 12-month period or the average annualized unemployment level for the most recent five-year period.

SECTION 2: TERMS AND CONDITIONS OF THE AWARD

2.1 Award. The Recipient is awarded the following Tax Incentives through the High Quality Jobs Program, based on the minimum investment requirements described herein: \$1,521,000.

2.2 Minimum Investment Requirements. As a condition of receiving Tax Incentives, the Recipient shall meet the following minimum investment requirements:

- | | | |
|-----|--|---------------|
| (a) | Capital Investment. | \$ 21,300,000 |
| (b) | Qualifying Investment. | \$ 21,300,000 |
| (c) | Investment Qualifying for Tax Credits. | \$ 21,300,000 |

2.3 Additional Tax Incentives. The Recipient is eligible for additional incentives pursuant to Iowa Code section 15.326, et. seq. The following Tax Incentives, in the maximum amounts shown for each authorized incentive, are also available to the Recipient:

Authorized Incentives	Included in Award	Maximum Amt.
<i>Refund of Sales, Service, and Use Taxes.</i>	☒ Yes ☐ No	\$ 456,000
<i>Refund of Sales Taxes Attributable to Racks, Shelving, and Conveyor Equipment.</i>	☐ Yes ☒ No	\$0
<i>Corporate Tax Credit For Certain Sales Taxes Paid By Third Party Developer.</i>	☐ Yes ☒ No	\$ 0
<i>Investment Tax Credit (5%)</i>	☒ Yes ☐ No	\$ 1,065,000
<i>Research Activities Credit.</i>	☐ Yes ☒ No	\$ 0
<i>Local Property Tax Exemption Provided by Community</i>	☐ Yes ☒ No	\$ 0

2.4 Conditions for Authorized Incentives. The Recipient is responsible to seek these additional incentives through processes described in the applicable statutes and corresponding administrative rules, ordinances and procedures. The following conditions shall apply to the incentives described in section 2.3 of this Exhibit.

(a) *Refund Of Sales, Service And Use Taxes Paid To Contractors Or Subcontractors.* The Recipient is eligible for a refund of sales, service and use taxes paid to contractors and subcontractors as authorized in Iowa Code section 15.331A (2011 Supplement).

1. The Recipient may apply for a refund of the sales and use taxes paid under Iowa Code chapters 422 and 423 for gas, electricity, water or sewer utility services, goods, wares, or merchandise, or on services rendered, furnished, or performed to or for a contractor or subcontractor and used in the fulfillment of a written contract relating to the construction or equipping of a facility of the Recipient.
2. Taxes attributable to intangible property and furniture and furnishings shall not be refunded.
3. To receive a refund of the sales, service and use taxes paid to contractors or subcontractors, the Recipient must:
 - i. Inform the Iowa Department of Revenue (IDR) after project completion.
 - ii. Make an application to IDR within one year after project completion. For purposes of claiming this refund, "project completion" means any date during the period beginning the date of Certificate of Completion is provided by the Community to the Recipient upon completion of the renovation of the building included in the Project and ending on the Project Completion Date as identified in Exhibit D.

(b) *Reserved*

(c) *Reserved.*

(d) *Investment Tax Credit.*

1. The Recipient may claim an investment tax credit as provided in Iowa Code section 15.333. Such credit may be claimed for a portion of the Qualifying Expenditures, as defined below in subparagraph (3), directly related to Job Obligations, as described in Exhibit D, of the start-up or location, expansion, or modernization of the business under this program. The credit shall be earned when the qualifying asset is placed in service. The Recipient shall not claim more than the amount authorized for this incentive as stated above and in Article 3 of the Contract. Any credit in excess of the tax liability for the tax year may be credited to the tax liability for the following seven years or until depleted, whichever occurs first.

2. The tax credit shall be amortized equally over a five-year period as specified below:

January 1, 2022 – December 31, 2022	\$213,000
January 1, 2023 – December 31, 2023	\$213,000
January 1, 2024 – December 31, 2024	\$213,000
January 1, 2025 – December 31, 2025	\$213,000
January 1, 2026 – December 31, 2026	\$213,000

3. Only Qualifying Expenditures are eligible for the investment tax credit. For purposes of this benefit, “Qualifying Expenditures” means:
 - i. The purchase price of real property and any buildings and structures located on the real property.
 - ii. The cost of improvements made to real property which is used in operation of the business.
 - iii. The costs of machinery and equipment, as defined in Iowa Code section 427A.1(1) “e” and “j” purchased for use in the operation of the business and for which the purchase price may have been depreciated in accordance with GAAP.
4. If the Project includes leasing of new construction or major renovation of an existing building, the annual base rent paid to a third-party developer by Recipient must be for a period equal to the term of the lease agreement but cannot exceed the maximum term of the agreement, provided the cumulative cost of the base rent payments for that period does not exceed the cost of the land or the third-party developer’s costs to build or renovate the building for the Recipient. Limitations to annual base rent shall only be considered when the Project includes the construction of a new building or the major renovation of an existing building. The Recipient shall enter into a lease agreement with the third-party developer for a minimum of five years.

(e) *Reserved.*

(f) *Reserved.*

SECTION 3: ADDITIONAL COVENANTS

In addition to the Covenants described in Article 7 of the Contract, the Recipient shall be bound to the additional covenants:

3.1 Job Obligations. By the Project Completion Date, the Recipient shall create and/or retain the number of FTE Created Jobs and Retained Jobs included in, for Retained Jobs, and above, for Created Jobs, the Recipient's Base Employment Level, as detailed in Exhibit D – Job Obligations, and maintain the jobs through the Maintenance Period.

3.2 Wage Obligations. The Qualifying Wage Threshold rates specific to this Contract that must be met are stated in Exhibit D, Job Obligations. By the Project Completion Date and through the Maintenance Completion Period Date, the Recipient shall:

(a) For Projects in Economically Distressed Areas or at a designated Grayfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 100% of the Qualifying Wage Threshold.

(b) For Projects at a designated Brownfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 90% of the Qualifying Wage Threshold.

(c) For all other Projects:

1. For the *Created Jobs*, pay 100% of the Qualifying Wage Threshold at the start of the Project Completion Period, at least 120% of the Qualifying Wage Threshold by the Project Completion Date, and at least 120% of the Qualifying Wage Threshold until the Maintenance Period Completion Date.

2. For the *Retained Jobs*, pay at least 120% of the Qualifying Wage Threshold throughout both the Project Completion Period and the Maintenance Period.

3.3 Provide Sufficient Benefits. The Recipient shall provide Sufficient Benefits to all employees included as part of the job and wage obligations.

SECTION 4: ADDITIONAL DEFAULT PROVISIONS

In addition to the default provisions included in Article 9 of the Contract, the following default provisions shall apply:

4.1 Repayment of Tax Incentives Received - High Quality Jobs Program. IDR is the state agency responsible for collecting the value of any Tax Incentives received in violation of the terms of this Contract. The Community is the party responsible for collecting the value of the local tax incentives received in violation of this Contract. IEDA will determine if the Recipient has met the terms of this Contract. If there is an unremedied Event of Default, IEDA will provide written notice to IDR and the Community. Calculation of the amount owed may be based on a sliding scale in certain circumstances and may include interest assessed by IDR. Those circumstances are as follows:

(a) Failure to Meet Job Obligations by Project Completion Date. If the Recipient does not meet its Job Obligations as detailed in Exhibit D, Job Obligations by the Project Completion Date, the repayment amount shall be the same proportion as the amount of the shortfall in created jobs. For example, if the business creates 50 percent of the jobs required, the business shall repay 50 percent of the incentives received. For Modernization Projects, Recipient shall maintain the Base Employment Level. Any job loss may result in a proportional reduction or repayment of incentives received.

Upon repayment of the amount due, IEDA will reduce the Recipient's Job Obligations. The reduced Job Obligations must be maintained through the Maintenance Period Completion Date.

(b) Job shortfall at Maintenance Period Completion Date. If the Recipient does not maintain its adjusted Job Obligations through the Maintenance Period Completion Date, Recipient shall repay an additional percentage of the Tax Incentives it has received. The amount to be repaid will be calculated as described in subsection (a) above.

(c) Qualifying Investment. If the Business does not meet its Qualifying Investment requirement as defined in Section 2 of this Exhibit, the repayment amount shall be the same proportion as the amount of the shortfall in required Qualifying Investment. For example, if the business meets 75 percent of the amount of required capital investment, the business shall repay 25 percent of the amount of the incentives received.

(d) Less than Total Project Cost at Project Completion Date. If the Recipient does not complete the Project with a Total Project Cost as stated in Exhibit C, Project Description and Award Budget, by the Project Completion Date Recipient shall repay a portion of the Tax Incentives received.

For example, if the Recipient's required Total Project Cost is 10% less than pledged, 10% of the value of the Tax Incentives received, plus any interest assessed by IDR, must be repaid.

(e) Repayment Amount If Shortfall in Job Obligations, Qualifying Investment and/or Less Than Total Project Cost. If the Recipient experiences a shortfall in two or more of its requirements related to Job Obligations, Qualifying Investment, or the Total Project Cost, IEDA will calculate the percentage owed for the Recipient's failure to meet each of the requirements. The higher of these amounts shall be the amount Recipient shall repay to IDR.

(f) Selling, Disposing, or Razing of Property. If, within five years of purchase, the Recipient sells, disposes of, razes, or otherwise renders unusable all or a part of the land, building, or other existing structures for which an investment tax credit was claimed, the income tax liability of the Recipient for the year in which all or part of the property is sold, disposed of, razed, or otherwise rendered unusable shall be increased by one of the following amounts, plus any interest assessed by IDR:

1. 100% of the tax credit claimed if the property ceases to be approved for the tax credit within one full year after being placed in service.
2. 80% of the tax credit claimed if the property ceases to be approved for the tax credit within two full years after being placed in service.
3. 60% of the tax credit claimed if the property ceases to be approved for the tax credit within three full years after being placed in service.
4. 40% of the tax credit claimed if the property ceases to be approved for the tax credit within four full years after being placed in service.
5. 20% of the tax credit claimed if the property ceases to be approved for the tax credit within five full years after being placed in service.

- End of Exhibit B – 1 -

**DESCRIPTION OF THE PROJECT AND AWARD BUDGET
(EXHIBIT C)**

Name of Recipient: Hydrite Chemical Co.

Name of Community: City of Waterloo

Contract Number: 22-HQJP-022

PROJECT DESCRIPTION

Recipient will construct a 13,500 square foot office and 9,600 square foot maintenance shop. In addition, the company will expand its transportation fleet and add a 10,000 square foot tanker/wash/chemical loading facility. A warehouse expansion of 41,000 square feet will also be added to the plant.

AWARD BUDGET

SOURCE OF FUNDS	AMOUNT	FORM	USE OF FUNDS	COST
IEDA Programs			*Land Acquisition	
HQJP Tax Credit		¹ See Below	*Site Preparation	\$4,500,000
Business	\$21,300,000	Internal Financing	*Building Acquisition	
			*Building Construction	\$10,700,000
			*Building Remodeling	
			Lease Payments	
			*Mfg Machinery and Equipment	\$6,100,000
			*Other Machinery and Equipment	
			Racking, Shelving, etc.	
			*Computer Hardware	
			Computer Software	
			*Furniture and Fixtures	
			Working Capital	
			Research and Development	
			Job Training	
			*included as capital investment if awarded tax credit program	
Total	\$21,300,000		Total	\$21,300,000

¹\$1,065,000 estimated benefit value

OTHER FUNDING

SOURCE OF FUNDS	TOTAL AMOUNT	FORM/TERM	USED AS MATCH
TIF Rebate			
Tax Rebate	TBD	6yr, 50%	Yes
260E Job Training			
In-Kind Contributions			
RISE			
RED			

EXHIBIT D – JOB OBLIGATIONS**Recipient: Hydrite Chemical Co.****Community: City of Waterloo****Contract Number: 22-HQJP-022**

This Project has been awarded Project Completion Assistance and Tax Incentives from the High Quality Jobs Program (HQJP) – Tax Credit Component. The chart below outline the contractual job obligations related to this Project.

Data in the “Employment Base” column has been verified by IEDA and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the “Jobs To Be Created” column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Recipient must achieve, at a minimum, the numbers found in the “Total Job Obligations” column.

HQJP JOB OBLIGATIONS		Employment Base	Jobs To Be Created	Total Job Obligations
Project Completion Date:	February 28, 2025			
Maintenance Period Completion Date:	February 28, 2027			
Total employment at project location		138	20	158
Average wage of total employment at project location		\$33.41		
Qualifying Laborshed Wage threshold requirement (per hr)		\$20.01 (100%)		
Number of jobs at or above qualifying wage		137	20	157
Average Wage of jobs at or above qualifying wage		\$33.51		

Notes re: Job Obligations

1. When determining the number of jobs at or above the qualifying wage, wages will include only the regular hourly rate that serves as the base level of compensation. The wage will not include nonregular forms of compensation such as bonuses, unusual overtime pay, commissions, stock options, pension, retirement or death benefits, unemployment benefits or other insurance, or other fringe benefits.
2. Employment Base includes 0 “Retained Jobs”.

If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2. If the box is not checked or if no alternative schedule is provided, IEDA will consider “*Full-time Equivalent (FTE) Job*” to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.

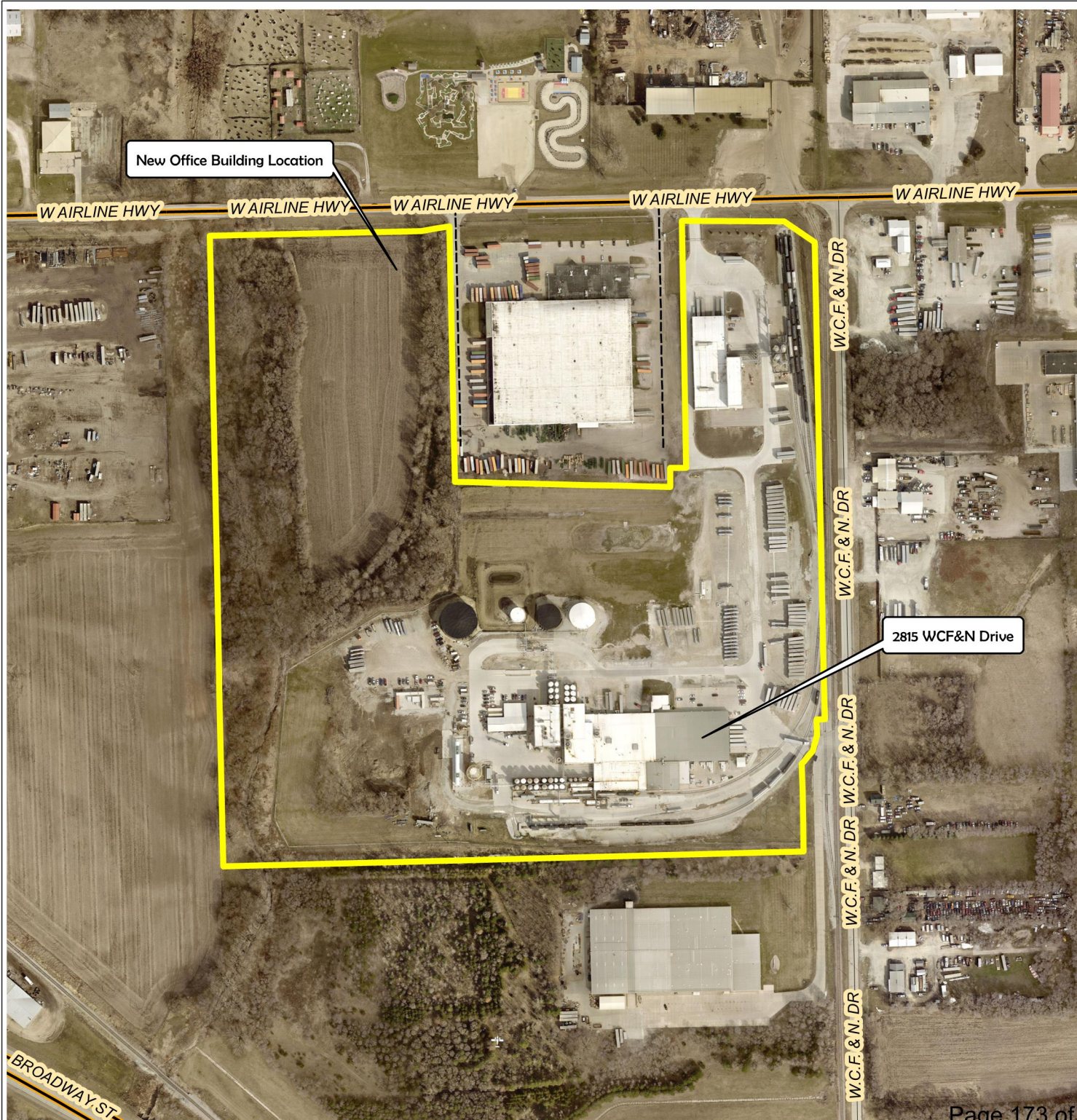
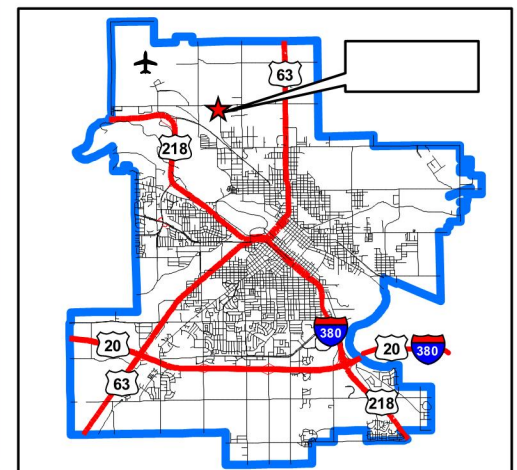
☐ The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

Sufficient Benefits Deductible Requirements

Recipient shall provide Sufficient Benefits with a maximum deductible of \$1,700 for single coverage or \$3,750 for family coverage.

Hydrite Chemical 2815 WCF&N Drive Waterloo, Iowa

 Hydrite Property



CITY OF WATERLOO

Council Communication

Resolution approving the Real Estate Purchase Agreement with Black Hawk Machinery Sales, Inc., for the acquisition of the former Alstadt Langlas building and properties, generally located at 54 Lane Street, in the amount of \$65,000.00 plus up to \$5,000.00 in closing costs, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 7/5/2022

Prepared: 6/22/2022

ATTACHMENTS:

Description	Type
▣ Real Estate Contract	Backup Material

SUBJECT:

Resolution approving the Real Estate Purchase Agreement with Black Hawk Machinery Sales, Inc., for the acquisition of the former Alstadt Langlas building and properties, generally located at 54 Lane Street, in the amount of \$65,000.00 plus up to \$5,000.00 in closing costs, 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 resolution

Summary Statement: The City of Waterloo is working to continue redevelopment of the former Rath Packing Plant area. The acquisition of the former Alstadt Langlas building will work to eliminate a deteriorating structure, as well as create opportunity for reinvestment next to the Human Services Campus.

Neighborhood Impact: Elimination of the deteriorating structure should help the overall appearance of the neighborhood.

Data/Analysis and Strategies: The Rath Neighborhood Plan designates this area for redevelopment.

Implementation, Accountability, and Communication: The City continues to work towards creating redevelopment opportunities in the former Rath area. Project such as the Human Services Campus, SJ Construction, Crystal Distribution, have all been partnerships with the City for over \$36 million in reinvestment to the area.

Community Engagement Methods: The City has had several meetings over the years that have recommended for the redevelopment of the former Rath area.

Expenditure Required/Source of Funds: \$65,000, plus up to \$5,000 in closing costs
Rath TIF and Nuisance bond funds
EPA Grant Assessment funds

Alternative: Not approve

Legal Descriptions: See acquisition contract

**REAL ESTATE PURCHASE AGREEMENT
(NONRESIDENTIAL)**

TO: Black Hawk Machinery Sales, Inc. ("Seller")
FROM: City of Waterloo, Iowa ("Buyer")

Buyer hereby offers to buy, and the Seller by its acceptance agrees to sell, the real property situated in Waterloo, Black Hawk County, Iowa, locally known as 54 Lane Street and adjacent lots, legally described as per the abstract of title, consisting of assessor parcel no(s). 8913-25-254-010, 8913-25-254-006, 8913-25-254-007, and 8913-25-254-008; together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions:

1. PURCHASE PRICE. The Purchase Price shall be \$65,000.00, due and payable in full at closing.

2. POSSESSION AND CLOSING. Possession of the Property shall be delivered to Buyer at closing. Closing shall occur at City Hall, 715 Mulberry Street, Waterloo, within seven (7) months after approval of this Agreement by the Waterloo City Council, on a date mutually agreeable to the parties, subject to prior satisfaction or waiver of any conditions stated in this Agreement.

3. REAL ESTATE TAXES. Seller shall pay taxes prorated to the closing date in accordance with the provisions of Iowa Code § 427.2, and any unpaid real estate taxes payable in prior years, either paying Buyer, or giving Buyer a credit, for all of such taxes. Buyer shall pay all subsequent real estate taxes.

4. SPECIAL ASSESSMENTS. Seller shall pay at time of closing all installments of special assessments which are a lien on the Property as of closing or which can be verified to be owing as of the closing date but are not yet certified as a lien. Buyer shall pay all other special assessments or installments.

5. RISK OF LOSS AND INSURANCE. Seller agrees to maintain existing insurance, if any, to the date of closing and shall bear the risk of loss or damage to the Property until the date of closing. In the event of substantial damage or destruction prior to closing, the Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages or to declare this Agreement null and void.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached. The following items shall not be included: See Paragraph 22.C.

7. CONDITION OF PROPERTY. The Property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the Seller in its present condition until closing, ordinary wear and tear excepted. Seller sells the Property "AS IS" and makes no warranties, expressed or implied, as to the condition of the Property.

Within 120 days after the acceptance of this Agreement, Buyer may, at its sole expense, have the property inspected by a person or persons of its choice to determine if there are any environmental or other deficiencies, and during such period Buyer may conduct other studies, investigations and feasibility review. Seller shall cooperate in providing reasonable access to Buyer's inspectors. Within this same period, the Buyer may notify the Seller in writing of any deficiency. The Seller shall immediately notify the Buyer in writing of what steps, if any, the Seller will take to correct any deficiencies before closing. The Buyer shall then immediately in writing notify the Seller that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to Buyer.

8. ABSTRACT AND TITLE. Seller shall, at its own expense, obtain an abstract of title to the Property continued through a date that is within 30 days of the closing, and shall deliver it to Buyer's attorney for examination. It shall show marketable title in Seller in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The Seller shall make every reasonable effort to promptly perfect the title. If closing is delayed due to Seller's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving 10 days' written notice to the other party. The abstract shall become the property of Buyer when the Purchase Price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or its assignees.

9. SURVEY. Buyer may, at Buyer's expense, have the Property surveyed and certified by a registered land surveyor prior to closing if a survey is required by law. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

10. ENVIRONMENTAL MATTERS.

A. Seller warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Seller has done nothing to contaminate the Property with hazardous wastes or substances. Seller warrants that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Any other exceptions to the warranties set forth above are fully described here or on a separate addendum attached hereto:

- 1 Well - S.E. corner of parcel 891325254010
- 2 Tank - underground - southern part
- 3 hydraulic tank - underground - (see diagram)

B. Seller hereby represents that, to the best of its knowledge and belief, there is no active or abandoned septic tank or septic system on the property, except as described here:

C. Buyer may, at Buyer's expense, have the Property inspected further for the existence of any hazardous materials, substances, or wastes. Seller shall cooperate in providing reasonable access to Buyer's inspectors and engineers. Seller shall provide to Buyer a copy of any report or information in Seller's possession with respect to environmental assessment, investigation, testing or remediation. If hazardous materials, substances, or wastes are discovered on the Property, Buyer's obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to Buyer. However, in the event Seller is required to expend any sum in excess of \$1,000 to remove any hazardous materials, substances, conditions or wastes, Seller shall have the option to cancel this transaction and refund to Buyer all earnest money paid and declare this Agreement null and void. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by Seller, subject to Seller's right to cancel this transaction as provided above. Notwithstanding the above, asbestos on the premises is not included in Seller's remediation duties as Buyer will remove same at its own expense in connection with demolition.

11. DEED. Upon payment of the Purchase Price, Seller shall convey the Property to Buyer by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by Buyer.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Seller, immediately preceding acceptance of the offer, holds title to the Property in joint tenancy with full rights of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the Seller, then the proceeds of this sale, and any continuing or recaptured rights of Seller in the Property, shall belong to Seller as joint tenants with full rights of survivorship and not as tenants in common; and Buyer in the event of death of any Seller, agree to pay any balance of the price due Seller under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with Paragraph 15.

13. JOINDER BY SELLER'S SPOUSE. ~~Seller's spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead, and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose. N/A.~~

14. STATEMENT AS TO LIENS. If Buyer intends to assume or take subject to a lien on the Property, Seller shall furnish Buyer with a written statement prior to closing from the holder of such lien, showing the correct balance due.

15. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

16. 1031 EXCHANGE. If Seller desires to structure a 1031 tax-deferred exchange in connection with the proposed transaction, Buyer agrees to cooperate, at no cost to Buyer, with any reasonable request from Seller, and to execute any reasonable documentation requested by the exchange agent, to facilitate an exchange.

17. APPROVAL OF COURT. If the Property is an asset of any estate, trust, conservatorship, or receivership, this Agreement shall be subject to court approval, unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall proceed promptly to a hearing for court approval. In that event a court officer's deed shall be used to convey title.

18. REMEDIES OF THE PARTIES.

A. If Buyer fails to timely perform this Agreement, Seller may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at Seller's option, upon thirty days' written notice of intention to accelerate the payment of the entire balance because of Buyer's default (during which thirty days the default is not corrected), Seller may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If Seller fails to timely perform this Agreement, Buyer has the right to have all payments made returned to it, or Buyer may require specific performance by Seller.

C. Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall also be entitled to obtain judgment for costs and attorney fees.

19. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

Seller: Black Hawk Machinery Sales, Inc.
54 Lane Street
Waterloo, IA 50703
Attn: President

Buyer: City of Waterloo
715 Mulberry Street
Waterloo, IA 50703
Attn: Community Planning & Development Director

20. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Seller and Buyer. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

21. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

22. ADDITIONAL PROVISIONS.

- A. The parties acknowledge that Buyer is acquiring the Property for economic development purposes. Buyer's rights and duties under this Agreement are assignable to any person or entity that will further the economic development objectives contemplated by Buyer.
- B. Special contingencies to effectiveness of Agreement. Notwithstanding any signatures below by representatives of Buyer, this Agreement is expressly subject to approval by the city council of Buyer.
- C. Seller shall have the right to conduct salvage activities on the Property, to be completed within 180 days after Seller's acceptance of this Agreement. Any personal property or fixtures of any type or nature that remain on the Property after closing shall be deemed abandoned by Seller, and Buyer shall be free to keep or dispose of same in any way or at any time that Buyer chooses, without further compensation to Seller. Seller shall remove all hazardous materials and/or substances from the Property on or above the ground surface, including but not limited to barrels, cans, bottles or containers of any kind. Seller agrees to use reasonable methods to keep the Property secure against entry by unauthorized persons and to prevent hazards to personal safety.
- D. Seller shall have an option to purchase from Buyer the property identified as parcel no. 8913-25-254-008 for the sum of \$1.00, subject to execution of a development agreement for a project that is reasonably satisfactory to Buyer, and on terms acceptable to Buyer. Such option must be exercised within twenty-four (24) months after the closing date hereof. Buyer must exercise its option by delivery of written notice to Seller.

23. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties, superseding all prior or contemporaneous understandings, negotiations, discussions, or agreements between the parties with respect to the subject matter hereof.

24. ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted by Seller on or before May 31, 2022, Buyer may retract this Agreement it shall then be null and void.

BUYER

City of Waterloo, Iowa

By: _____
Mayor

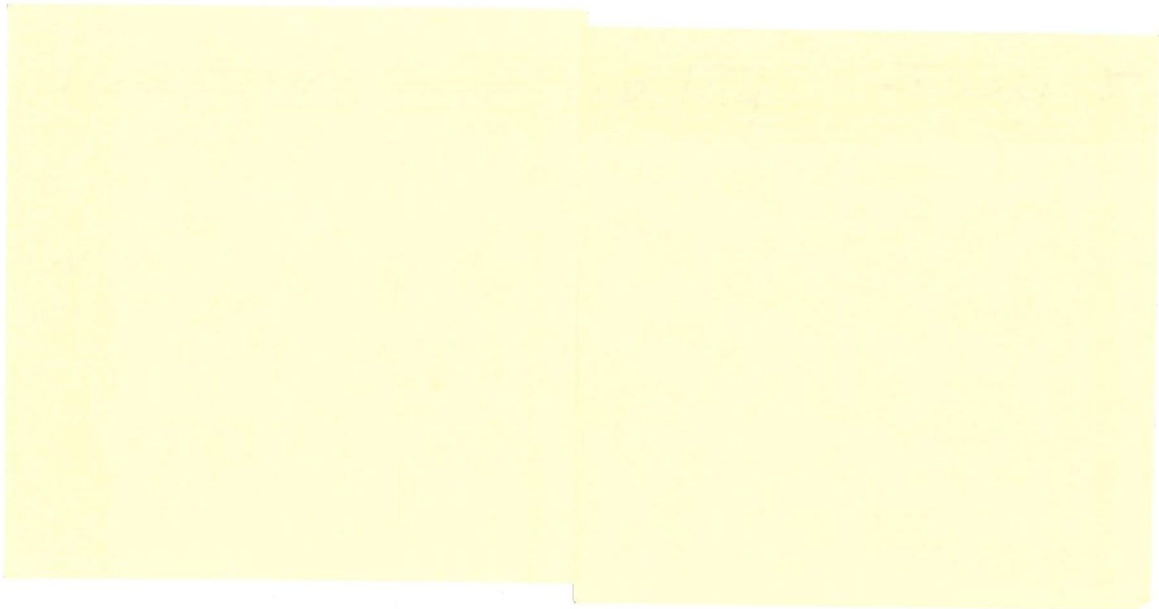
Attest: _____
City Clerk

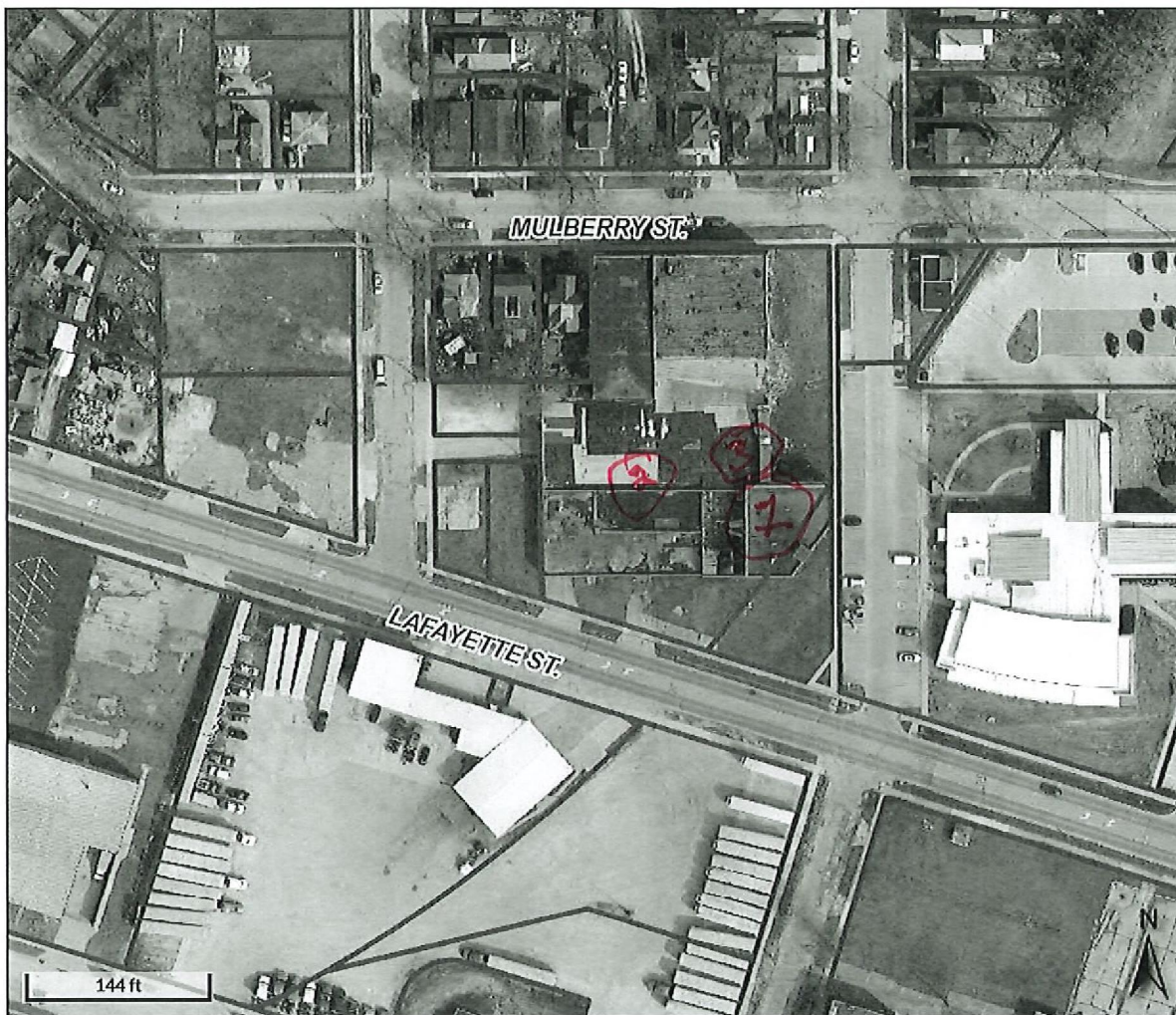
Accepted by Seller

SELLER

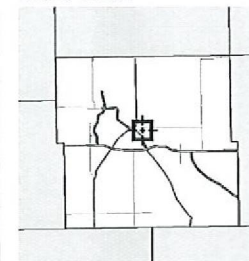
Black Hawk Machinery Sales, Inc.

By: _____ (PRES)
President





Overview



Legend

-  Water
-  Parcels

Parcel ID	891325254010	Alternate ID	n/a	Owner Address	BLACK HAWK MACHINERY SALES INC
Sec/Twp/Rng	n/a	Class	C		54 LANE ST
Property Address	54 LANE ST	Acreage	n/a		WATERLOO, IA 50702
	WATERLOO				
District	940001				
Brief Tax Description	LANE AND FOWLERS SECOND ADD LOT 1 BLK 14 LOT 2 BLK 14 LOT 3 BLK 14 S 40 FT LOT 4 BLK 14 S 40 FT LOT 5 BLK 14 E 40 FT LOT				
	(Note: Not to be used on legal documents)				

These maps do 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. These maps are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for local government purposes. See the recorded documents for more detailed legal information.

Date created: 6/17/2022

Last Data Uploaded: 6/16/2022 11:35:41 PM

Developed by  **Schneider**
GEOSPATIAL

CITY OF WATERLOO

Council Communication

Resolution approving Condemnation Settlement with the Roger T. Kalsem Revocable Trust, in the amount of \$38,381.00 with up to \$4,000.00 in closing costs, in conjunction with the FY 2023 Hammond Avenue Bridge Replacement Over Sink Creek, Contract No. 922.

City Council Meeting: 7/5/2022

Prepared: 6/30/2022

ATTACHMENTS:

Description	Type
□ Cont 922_Kalsem condemnation judgement	Cover Memo

SUBJECT: Resolution approving Condemnation Settlement with the Roger T. Kalsem Revocable Trust, in the amount of \$38,381.00 with up to \$4,000.00 in closing costs, in conjunction with the FY 2023 Hammond Avenue Bridge Replacement Over Sink Creek, Contract No. 922.

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

Summary Statement: Council approved condemnation of the property on September 7, 2021 in the amount of \$30,860.00 under resolution 2021-591

Condemnation No. 547

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN LAND
FOR THE USE AND BENEFIT OF THE
CITY OF WATERLOO, IOWA

**NOTICE OF APPRAISEMENT OF
DAMAGES AND TIME FOR APPEAL**

REAL ESTATE, DESCRIBED IN TOTALITY AS FOLLOWS:

Legal description: See Exhibits "1" and "2", setting forth descriptions for Fee Tracts and Easement Tracts, attached hereto and by this reference incorporated herein.

Property address: None

Parcel numbers: 8813-23-101-008 and 8813-22-226-006.

TO: Roger T. Kalsem Revocable Trust, Kevin Kalsem, Trustee, the following award is made as to all of the property interests subject to this proceeding:

Real Estate—Fee Simple	<u>\$ 36,799.00</u>
Real Estate—Easement	<u>\$ 1,582.00</u>
Consequential Damages	<u>\$</u>
TOTAL AWARD	<u>\$ 38,381.00</u>
Condemnee's Attorney Fee and Costs	<u>\$</u>

You and each of you are hereby notified that the duly appointed and qualified commissioners assessed and appraised the damages sustained by reason of the condemnation as set out above, and that pursuant to Iowa Code § 6B.18 you may within thirty (30) days from the date of mailing of this Notice, appeal to the District Court as by law provided.

Dated June 28th, 2022.


Sheriff of Black Hawk County, Iowa

MINUTES OF DELIBERATIONS

DATE: 4/28/2022

TIME: 9:30

MEMBERS PRESENT:

MINUTES: Final

East
Parcel 1

22,581 purchase
620 lease

\$23,201

West
Parcel 2

14,218
960 lease

15,178

38,381

Total

Parcel

equalized both sides with same dues owing
because of proximity over height

14218
22581

36799

620
960

1580

CITY OF WATERLOO

Council Communication

Resolution approving a signed proposal from D & G Metal Works, Inc., in the amount of \$35,800.00, in conjunction with the FY 2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054.

City Council Meeting: 7/5/2022

Prepared: 6/28/2022

ATTACHMENTS:

Description	Type
▣ Cont 1054_D & G Metal Works, Inc. Proposal	Backup Material

Submitted by: Submitted By: Oumie Ceesay, Associate Engineer

Expenditure Required/Source of Waterloo Development Corporation Funds \$35,800.00
Funds:

Phone: 319-233-1920

D&G Metal Works, Inc.

Fax: 319-233-1927

June 20, 2022

Invision Architecture
ATTN: Roland

Quotation:

4TH Street Bridge Light Trays

We propose to furnish material and labor for fabrication and installation of Wall Related Sheet Metal as specified below:

General notes:

1. Quotation includes Light Trays per Plans installation and materials.
2. Quotation includes New Painted Redwood Fascia installation and materials.
3. Quotation includes Painting the Light Trays.
4. Quotation excludes any other sheet metal work not listed above.
5. Quotation excludes taxes.

Total Price for above specified sheet metal:

Light Trays:

Thirty Five Thousand Eight Hundred Dollars.

\$35,800.00

Respectfully Submitted By,

Doug DuBois
Manager/ Estimator

***D & G Metal Works
2524 Wagner Road
Waterloo, IA 50703
Ph: (319)233-1920
Fax: (319) 233-1927***

***ACCEPTANCE:** _____

DATE: _____

***Subject to standard D&G Metal Works, Inc terms and conditions of sale.**

TERMS: NET PAYMENT DUE UPON DELIVERY, NET 30 WITH APPROVED CREDIT, OR PRE-ARRANGED CONTRACT AGREEMENT HAS BEEN EXECUTED. INTEREST PENALTY OF 1-1/2% PER MONTH TO ACCRUE ON ALL LATE PAYMENTS, OR MAXIMUM ALLOWED BY LAW. THIS PROPOSAL IS VALID FOR A PERIOD OF 30 DAYS FROM THE ABOVE DATE AND SHALL BE NULL AND VOID AFTER THAT TIME.

CITY OF WATERLOO

Council Communication

Waterloo Leisure Services Commission Board minutes of May 10, 2022.

City Council Meeting: 7/5/2022

Prepared: 6/17/2022

ATTACHMENTS:

Description	Type
05/10/2022 Minutes	Backup Material

SUBJECT: Waterloo Leisure Services Commission Board minutes of May 10, 2022.

Submitted by: Submitted By:

**MINUTES
WATERLOO LEISURE SERVICES COMMISSION
TUESDAY, May 10, 2022
300 Jefferson Street**

The meeting was held in the Multipurpose Room at the SportsPlex. Brenda Durbahn called the meeting to order at 7:35am.

Present: Brenda Durbahn, Jessica Rucker, Ellen Vanderloo, Tom Powers, Tom Christensen, Tim Moses, Bob Bamsey, Council Liaison Dave Boesen
Staff: Paul Huting, Todd Derifield, Chris Dolan, Travis Nichols, Bob Etringer
Absent: JB Bolger

Brenda Durbahn called for approval of the agenda. Bob Bamsey made a motion to approve agenda, second by Tom Powers Ayes: All Nays: None

Brenda Durbahn introduced our new board member, Ellen Vanderloo.

Brenda Durbahn called for motion for the approval of the 04/12/2022 meeting minutes. Motion made by Jessica Rucker to approve April meeting minutes, second by Tim Moses Ayes: All Nays: None

Brenda Durbahn called for approval of the bills. Motion by Bob Bamsey to approve April 2022 bills, second by Tom Powers Ayes: All Nays: None

REQUEST OF ORANGE NEIGHBORHOOD ASSOCIATION

The Orange Neighborhood Association has made a request of Green Space or a Park in conjunction with Paradise Estates Development. Leisure Services staff attended a neighborhood meeting held May 5, 2022. Leisure Staff feels there is enough green space in the neighborhood with the playground at Orange School and nearby Lichty Park.

STAFF UPDATES

Young Arena – Chris Dolan

The Waterloo Black Hawks season ended last week in the second round of the USHL Playoffs. Work will begin next week on the Young Arena Ice System preventative maintenance and Capital improvements. Young Arena staff is working with Travis on replacing Locker room flooring. The Young Arena Main Entrance and West Entrance are in need of concrete repairs. Staff also will be coordinating repairs to all HVAC systems.

Sports and SportsPlex – Bob Etringer

Summer activities are beginning with baseball/softball. Registration is open for all other activities with include golf tournaments, swimming lessons, tennis lessons, tee ball, and coach pitch. Getting Byrnes and Gates pools ready for the summer. Plan to begin filling the pools the week of May 23. SportsPlex Pump & Run 5K scheduled for May 13 & 14 The SportPlex will host the 2022 Cyclone Tailgate Tour on Wednesday, May 25th from 5:30-7:30.

Forestry – Todd Derifield

Plant Waterloo tree distribution went well last Thursday. AmeriCorps Greenlowa representatives were present to help load trees and offer tree planting labor at no charge to those interested. Forestry crew removed nearly 100 stumps last week along the street right of ways. They have also been working with the Engineering Department to evaluate and root prune trees that have raised sidewalk panels as part of the sidewalk replacement program. Forestry has also been trimming and removing trees as necessary along the street right of ways.

Construction – Travis Nichols

Current projects include CDBG for Edison Park and shade structure for skate park. All seasonal positions for my crew are filled. We are running full restroom and summer route on garbage. Crew continues to do general maintenance, park inspections and repairs. The crew refurbished parking lot signage at Greenbelt lots and are doing miscellaneous repairs on Leisure buildings.

Golf and Downtown Area – JB Bolger

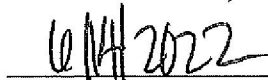
- Marks Park Splash Pad- Water was turned on 5/9/22
- We have installed one ADA and one regular sized portable restroom adjacent to Marks Park
- Starters at the golf courses began their seasons May 1st and will be in place through October
- We conducted a flood panel installation training on April 29th with representatives from many other City departments as well. We plan to do these twice per year moving forward.
- Rounds report was distributed. Weather has had a negative impact on golf rounds.

The next regular Leisure Services Commission Meeting will be held Tuesday, June 14, 2022.

Motion to adjourn by Bob Bamsey, second by Ellen Vanderloo. Brenda Durbahn adjourned the meeting at 8:14am.



Jessica Rucker, Secretary



Signed this Date

CITY OF WATERLOO

Council Communication

Planning, Programming and Zoning minutes of May 10, 2022.

City Council Meeting: 7/5/2022

Prepared: 6/22/2022

ATTACHMENTS:

Description	Type
□ minutes	Backup Material

SUBJECT: Planning, Programming and Zoning minutes of May 10, 2022.

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

MINUTES
CITY OF WATERLOO, IOWA
PLANNING, PROGRAMMING, AND ZONING COMMISSION
REGULAR MEETING - 4:00 P.M. MAY 10, 2022

The regular meeting of the Waterloo Planning, Programming, and Zoning Commission was called to order by Vice-Chairperson Trost at 4:00 p.m. via zoom and in-person in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: Steve Trost and Cody Leistikow.

Members present electronically were: Ali Parrish, Craig Holdiman, Brandon Schoborg, Patrisha Serfling, and Janelle Ewing.

Members absent were: Virginia Wilbur and Samm Blatt.

Others present were: Noel Anderson, Aric Schroeder, Seth Hyberger, Lexi Blank, and John Dornoff – Planning Department; Dave Boesen – City Council Liaison; Jonathan Grieder – Ward 2 City Council Member, John Chiles – Ward 1 City Council Member (arrived at 4:55 and left at 4:58 pm), Tom Weber, Lamar Advertising, four representatives of Hospitality House, Jessica Rucker - Main Street Director, Jaime Knutson – City Engineer, Maria Downing – Code Enforcement, and two citizens.

Others present electronically: Rob Nichols – City Council Liaison, Jerome Amos – Ward 3 City Council Member;

I. Approval of the Agenda

It was moved by Leistikow and seconded by Schoborg to approve the agenda. Motion carried unanimously.

II. Approval of the Minutes from the regular meeting on April 12, 2022.

It was moved by Holdiman and seconded by Serfling to approve the minutes of the April 12, 2022 meeting. Motion carried unanimously.

III. Financial Report March 2022.

Anderson reviewed the financial report.

It was moved by Holdiman and seconded by Leistikow to receive and place the financial report on file. Motion carried unanimously.

IV. Oral Presentations

There were no oral presentations.

V. New Business

A. Special Permits

1. Request by Lamar Advertising for a Special Permit to allow for a 672 square foot 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.

May 10, 2022

Tom Weber, Lamar Advertising, 1022 7th Street SE Cedar Rapids, explained that they were looking for the 672 square feet because eastbound traffic is 140 feet and westbound traffic is almost 200 feet, so the size is needed for proper visibility.

Bob Krogh, 1559 Dakota Drive, Waterloo, asked who the owner of the property is and if they got a variance, to which Anderson responded that it belongs to Buzz Anderson and that they probably have a contingency in the lease that the Special Permit is approved by the Board of Adjustment. Krogh stated that he owns the Veridian building with the Casey's and noted that the billboard is incompatible with the land use in the area as there are a lot of professional offices in the area.

Parrish stated that she had a similar concern to Mr. Krogh and that a billboard would be inconsistent with what is in the area. Also, once the billboard is put up, it will never come down.

Trost asked where the nearest billboard was along San Marnan. Once it is built, there cannot be another billboard within a thousand feet, to which Dornoff responded that the nearest billboard would be at Flammang Drive and Anderson answered that it was correct in that there could not be one within a 1000 feet.

Schroeder noted that the site meets all the requirements for a billboard, and they could have one that is 300 square feet, and they only need the Special Permit because they want to exceed that size.

Holdiman noted he would be abstaining since he serves on the Board of Adjustment.

It was moved by Leistikow, seconded by Serfling, to recommend approval of the request by Lamar Advertising for a Special Permit to allow for a 672 square foot billboard in the "C-2" Commercial District located west of 129 East Tower Park Drive. Motion passed 5-1-1 (Parrish voting nay, Holdiman abstaining).

2. Request by Hospitality House of the Cedar Valley for a Special Permit to allow for a warming center 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 with the following condition the interior remodel for the warming center (shelter) meets all building and fire code requirements to ensure the safety of its inhabitants.

Trost asked if the Special Permit requirement for this use was specific to this zoning district or required in all zoning districts, to which Hyberger responded that it is necessary for all zoning districts.

Bob Klein, 811 14th Avenue, Gilbertville, stated that he works at the warming center with the exterior fixed but not a major remodel with most of the work concentrates on functionality.

Parrish asked what the plans were to improve the exterior of the building, to which Hyberger responded that the applicant would be the best person to ask that. Parrish asked if the applicant had had any contact with the owners of the OAK Phoenix Spa next door. Klein responded no, with Parrish suggesting that they look into the operation and the nature of what might be going on. They may not be a compatible neighbor.

Leistikow asked about proper restroom access for the facility. Klein responded that he believed there is an ADA-compliant bathroom now and an additional bathroom. They are prepared to do what is necessary to change anything regarding code requirements.

Jackie Preston, 2228 Erik Road, Cedar Falls, stated that she works for Pathway Behavioral Services and noted that Pathway did submit a letter of support for the project as they have clients that would benefit from the facility. Preston also stated that she has been volunteering at the Hospitality House and the warming center, and it will serve the most vulnerable members of the community.

May 10, 2022

Rodney Fulton, 1015 West 5th Street, stated he lives across the street from the proposed warming center and is concerned about there being a grade school less than a half a block from the proposed location, and you do not know the type of people that will be in there because they are homeless. In addition, there have been two shootings at a nearby bar and a drive-by shooting a couple of years ago. He believes his property would go down in value if it was located there and ordinary people are living in the neighborhood, and something like this will be a problem.

Jay Nardini, 5414 Blue Bonnet Drive, stated that he had been volunteering at the Hospitality House for several years and is an elected trustee at Hawkeye Community College. Stated that three years ago, the Hospitality House was looking for a warming center for the homeless that could not be accommodated at the men's and woman's shelters due to overcrowding or problems such as alcohol or other addiction. Started using a church on East 4th Street. Still, it did not have sprinklers, so Hawkeye allowed the use of the former Metro Center since a portion did have sprinklers for two winters only a couple of blocks from this location. To his knowledge, there were no problems at that location with police or safety, and the people coming there were looking for someplace to get out of the cold and not freeze to death. The warming center is something that the community has needed for a long time, but it isn't easy to find a place that will satisfy everyone.

Dave Kruse, 1229 W Mt. Vernon Road, stated that they own property just a block from there and that these people will not cause problems. He said that he understands Mr. Fulton's concerns about safety in the area but noted that these people would be safer in this building than outside in 20-degree weather.

Leistikow noted that he lives about five blocks from the proposed site and has zero concerns about it being located there or creating more problems.

Holdiman noted he would be abstaining since he serves on the Board of Adjustment.

It was moved by Schoborg, seconded by Leistikow, to recommend approval of the request by Hospitality House of the Cedar Valley for a Special Permit to allow for a warming center in the "R-4, C-Z" Conditional Zoning District located at 1022 West 5th Street with the following condition that the interior remodel for the warming center (shelter) meets all building and fire code requirements to ensure the safety of its inhabitants. Motion passed 6-0-1 (Holdiman abstaining).

B. Plats

1. Request by Big Hand Pepper, LLC for the Preliminary Plat of Edison Addition, a 32-lot residential subdivision in the "R-1, R-P" Planned Residence District and "C-P" Planned Commercial District located west of 420 Harwood Avenue.

It was moved by Leistikow, seconded by Ewing, to combine items "B-1" and "C-1". Motion carried unanimously.

Blank read the staff report recommending approval of the request, subject to the plat documents being updated prior to being submitted to the City Council.

Leistikow asked if these vacates would create a replatting, leading to the need for a retention pond, to which Anderson stated that they are pretty minor and should not affect the platting.

Kevin Fittro, Pather Buildings, and Big Hand Pepper, LLC stated that he appreciated the staff and the commission reviewing the project.

Rob Nichols, City Council Liaison, asked what the difference was between this and what was seen previously, to which Anderson answered that the previous action was a Site Plan Amendment due to the area being zoned as a planned residential district which designated the design and layout of the proposed

May 10, 2022

development. At the same time, the platting process goes into more detail, such as utility location, road design, and other requirements from engineering. Once the preliminary plat is approved, the final plat will come to the Commission and onto the City Council as the last step.

It was moved by Leistikow and seconded by Schoborg to recommend approval of the request by Big Hand Pepper, LLC for the Preliminary Plat of Edison Addition, a 32-lot residential subdivision in the “R-1, R-P” Planned Residence District and “C-P” Planned Commercial District located west of 420 Harwood Avenue subject to the plat documents being updated prior to being submitted to the City Council. Motion carried unanimously.

C. Vacates

1. Request by the City of Waterloo to vacate a portion of city-owned right-of-way and utility easements at the Edison School site in the “R-1, R-P” Planned Residence District located at the northeast corner of Harwood Avenue and Evergreen Avenue northeast of 806 Evergreen Avenue, and located northeast of 2200 Falls Avenue.

Blank read the staff report recommending approval of the request.

Item discussed with B-1.

It was moved by Leistikow and seconded by Schoborg to recommend approval of the request by the City of Waterloo to vacate a portion of city-owned right-of-way and utility easements at the Edison School site in the “R-1, R-P” Planned Residence District located at the northeast corner of Harwood Avenue and Evergreen Avenue northeast of 806 Evergreen Avenue, and located northeast of 2200 Falls Avenue. Motion carried unanimously.

2. Request by the City of Waterloo to vacate a portion of West Airline Highway from 3469 W Airline Highway to 2950 Geraldine Road in the “M-1” Light Industrial District.

Hyberger read the staff report recommending approval of the request with the condition that A utility easement is retained over any portion determined to have a utility easement retained.

Trost asked if this area being vacated was planned right-of-way before the highway was constructed. Anderson responded that this was the highway before the construction of the grade-separated road.

Schoborg asked if there had been requests for development along with the land as it would seem odd for someone to build that close to the road, to which Anderson responded that the same thing was done on the north side with the vacated areas being combined with city lots with the developers wanting the extra land for stormwater, parking, or extra building space, so it has worked out well.

It was moved by Holdiman and seconded by Serfling to recommend approval of the request of the City of Waterloo to vacate a portion of West Airline Highway from 3469 W Airline Highway to 2950 Geraldine Road in the “M-1” Light Industrial District with the condition that a utility easement is retained over any portion determined to need to have a utility easement retained. Motion carried unanimously.

3. Request by the City of Waterloo to vacate Court Avenue south of Hogle Street in the “M-1” Light Industrial District located north and west of 110 Court Avenue.

Blank read the staff report recommending approval of the request.

There were no comments on this request.

It was moved by Serfling and seconded by Leistikow to recommend approval of the request by the City of Waterloo to vacate Court Avenue south of Hogle Street in the “M-1” Light Industrial District located north and west of 110 Court Avenue. Motion carried unanimously.

D. Zoning Ordinance Changes

1. Amendment to the City of Waterloo Zoning Ordinance for multiple changes and updates.

Schroeder explained the proposed changes.

Leistikow asked under the provisions for the accessory structures changes, if a garage is determined to be unsafe, then the building can be torn down and not replaced, to which Schroeder responded correct and noted that in 2015 the Zoning Ordinance was changed to require new homes to be built with a garage and require a minimum sized garage. Schroeder pointed out that the concern that has been raised is with property owners that don't have the financial means to build a replacement garage and sometimes do not have the means to tear down the garage. Community Development has available funding to help remove the garage but can't because the code requires a replacement. The exception would allow those garages to be demolished so long as the structure is deemed unsafe by the building official or his designee without a replacement.

Leistikow stated that as the representative to the commission from the Community Development Board, he wanted to make sure this was done right. Community Development has set aside money to take down about three dozen dilapidated garages. He also noted that he rather live next door to a home with no garage than live next door to one with a dilapidated unsafe garage.

Trost asked what gets the ball rolling to getting a garage declared unsafe, to which Schroeder responded that it could be from multiple sources such as a neighbor complaint that would cause the Code Enforcement office to go out and look at the property or the property owner could work directly with Community Development. Demolition of the garage will make it non-compliant, but it is an unsafe structure. In that case, staff will get the building official or his designee out there to make the assessment. If determined to be dangerous, the building could be demolished without a replacement structure if the amendment is passed. Trost asked Schroeder to go over the items that were not initially included in the proposed Zoning Ordinance changes from 2020. Schroeder explained the changes, including several changes to promote having additional daycare facilities in the city.

Maria Downing, Code Enforcement Foremen for the City of Waterloo, stated that she wants to ensure that her department does not get put in the middle. Some of these structures may not be unsafe but instead have roofing issues and exterior wall issues that the owners in some of these older neighborhoods cannot afford to do, so they opt to demolish the garage. Still, by demolishing the existing garage, they will be required to build a new garage. In some cases, it is cheaper for the citizens to demolish the garage than fix it up, and if they are not allowed to demolish it, their neighbors have to look at blight, and it reflects poorly on Code Enforcement.

Trost asked how the wording for the change came about, to which Anderson responded that there had been emails about the situation. It was also discussed at the Dilapidated Housing subcommittee, a city staff committee that looks at dilapidated houses, and these are the recommended changes based on those discussions. There can also be a work session at the City Council level to discuss the changes. If more or different modifications are suggested, they may need to come back to the planning commission or decide to move ahead as proposed.

Rudy Jones, Community Development Director, explained that they deal with these slum and blight garages in several ways and often get these as referrals from the Code Enforcement office, then make contact with the property owners to figure out which ones the department can work with and send those out to bid and complement what is done with the 657A process.

May 10, 2022

Holdiman asked if the existing ordinance applies to new construction. The ordinance shouldn't affect the demolition of a garage from an older home. Anderson stated that because new homes are required to have a garage tearing down an existing garage and not replacing it would cause that property to go into non-compliance. Holdiman then reread the Ordinance section and stated that an existing home doesn't need a garage from reading. Anderson states that wording would need to be put in the Ordinance stating a garage is not required. Holdiman noted that would be a good idea because there are areas of the city in which homeowners cannot afford to maintain the garage.

Parrish stated that she agrees with Leistikow that she would rather see a yard than a home with a dilapidated garage. Parrish also asked what happens if someone tears down an existing garage and doesn't build a new one and what happens if they don't have a permit to which Schroeder responds that to demolish a garage, you must first obtain a demolition permit and the demolition permit requires a sign off by the Planning Department. Hence, as the Ordinance reads, the department would not sign off on the permit without the replacement garage. Alternatively, the property owner can go before the Board of Adjustment and get a variance to have a home without a garage. If they demolish it without a permit, it would be a violation of the Zoning Ordinance. They will be subject to citation.

Leistikow stated that he feels that the language that allows a building official to deem it unsafe should work and what is deemed unsafe might be out of the scope of this commission, and this is an improvement that will move the process in the right direction.

Trost agreed with Leistikow that it is a policy issue that should be worked out with the department staff regarding what is safe and not secure.

Schroeder stated that the Planning Department would recommend going with the proposed language and noted wording that would have to be included to change the language of the proposed Ordinance to allow for the demolition of accessory structures without replacing properties built before 2015.

Holdiman stated that he believes that language needs to be changed for people who cannot afford to construct a new garage but have a dilapidated one.

Jerome Amos, Ward 4 City Council Member, stated that this is something that the council needs to have a work session on this subject because he is hearing concerns that concern him.

Trost asked if the commission is allowed to make changes to the proposed changes, to which Schroeder responded that yes, the commission could make changes, and then they would be forwarded to the City Council, and the staff was planning to have a work session.

It was moved by Leistikow and seconded by Schoborg to recommend approval of the Zoning Ordinance changes with the removal of the changes to item 10-5-1 from page 61. Motion carried unanimously.

VI. Discussion

1. Re-adoption and changes to the City Limits Urban Revitalization Area (CLURA) to extend the program another five years and add provisions for both in-home and commercial daycare facilities.

Anderson explained the CLURA and noted that it would be expiring at the end of 2022, so staff is looking to extend it, noting that since the program has been put in, the city has seen an average of 17 new houses per year. The last extension was for three years but looking to increase it to 5 years to give developers more time to do larger subdivisions. The extension will also extend tax abatement to houses or commercial properties to establish a state-licensed day-care facility. Anderson also explained getting the proposal approved by the City Council.

Planning and Zoning Commission

May 10, 2022

Schoborg asked if a renovation would apply for the day-care tax incentive and if it would be on the actual agenda for next week, to which Anderson said yes, renovations would use, and it will be on the actual agenda for next month.

Trost asked if there was a minimum number of children required to which Anderson responded the state does not have a minimum but does have a maximum so long as they are licensed by the state, which staff feels is the best way to tract it and ensure that they are going through the necessary steps to become a day-care.

Boesen stated that he has talked to Anderson and stakeholders about changing the CLURA from 3 years at 100% to 6 years at 50%, so there is positive cash flow coming in, and it will help a lot of homeowners because of the sticker shock of the first tax bill.

Jonathan Grieder, Ward 2 City Council Member, noted that he has been pushing the incentivized childcare facilities really hard. Waterloo would be the first city to adopt a program like this, and according to Northeast Iowa Child Care Resource & Referral Center, 2500 slots short for child care and it affects women and the workforce.

2. Consideration of an Amendment to the City of Waterloo Zoning Ordinance to provide parking requirements for residential developments in the “C-3” Central Business District.

Boesen stated that multi-family housing and the amount of parking in the downtown area need to be looked at as a zoning commission. Art Block is a perfect example of a building built without enough parking and where the people will park. However, Grand Crossing had enough parking, and 300 Commercial may have enough parking but the proposed building at 6th and Commercial will only have 20 parking spaces for 70 units and commercial on the first floor. The city should do what other cities do, such as half a parking space per unit or one parking space for a 2-bedroom. Cedar Falls dealt with it both downtown and on College Hill.

Trost noted that it has been an issue in other communities but is unsure how the parking agreements work.

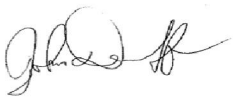
Anderson stated that staff would look at what other cities have done, and there are some private lease agreements for parking spaces that could work, and there are different ways to do it.

The next meeting of the Planning, Programming, and Zoning Commission will be on June 14, 2022.

VII. Adjournment

It was moved by Schoborg, seconded by Leistikow, to adjourn the meeting at 5:51 p.m. Motion carried unanimously.

Respectfully submitted,



John Dornoff,
Planner II

CITY OF WATERLOO

Council Communication

Airport Board Meeting minutes of May 25, 2022.

City Council Meeting: 7/5/2022

Prepared: 6/21/2022

ATTACHMENTS:

Description	Type
▣ Airport Board Meeting Minutes of May 25, 2022	Backup Material

SUBJECT: Airport Board Meeting minutes of May 25, 2022.

MINUTES
WATERLOO REGIONAL AIRPORT BOARD
Wednesday, May 25, 2022

I. ROLL CALL

Board Chair Arlene Humble called the meeting to order at 12:01 p.m.

Board Members Present: Arlene Humble, Cary Darrah, Scott Voigt, Doug Rathburn, Todd Holcomb and David Deeds (via phone).

Board Members Absent: Gwenne Berry and Ray Feuss (Council Liaison).

City Officials Present: John Chiles.

City Staff Present: Adrienne Miller, Planning Dept.

Airport Staff Present: Keith Kaspari and Sheila Combs.

Other Attendees: Doug Schindel, AECOM; Bob Petersen; Major Rob Green and Captain Alex Paul, Civil Air Patrol.

II. AGENDA AS RECEIVED OR AMENDED

Mrs. Darrah moved approval of the agenda as received, seconded by Mr. Voigt. Ayes: 5
Motion carried.

III. PUBLIC COMMENTS

Major Rob Green and Captain Paul, from Civil Air Patrol, presented a plaque to Mr. Kaspari and the Airport Board, in appreciation of the support of their organization in providing meeting space and hangar space.

They have now found a funding source and will be paying for their two T-Hangars going forward.

IV. REPORTS

A. Airport Director

Mr. Kaspari asked if there were any questions on his written report and there were none.

B. Legislative Information – N/A

C. Misc. Monthly Airport Reports

General discussion by Staff and the Board regarding budget, enplanements, and fares. Fares are high but ALO is still lower than CID, DSM and DBQ in many markets.

V. BOARD APPROVAL

A. Approval of Minutes of the April 27, 2022 Regular Meeting.

Mrs. Darrah moved approval of the minutes of the April 27, 2022 meeting, seconded by Mr. Rathburn. Ayes: 5. Motion carried.

B. Motion to Receive and File April 2022 Expenses.

Dr. Holcomb moved that the April 2022 expenses be received and filed, seconded by Mrs. Darrah. Ayes: 5. Motion carried.

VI. OLD BUSINESS

A. Continued Discussion from April Meeting: Airport Department Staffing Levels – Current & Proposed Organizational Charts.

Board reviewed the organizational charts and discussed in-depth. Mr. Voigt stated he would not be in favor of creating an Assistant Director position but stated he would like to see a job description as he may not be understanding the position.

There was additional push-back on creating three new permanent positions and expecting the City to cover the additional costs after the grant funds run out.

There was support for using the grant funds to fill two new Operations Specialist positions so employees could be trained and ready to step in when our two most senior Operations Staff members retire especially since fire training can take up to one year.

Mr. Deeds requested that a copy of the Director's job description be provided, as well as an explanation of how it would change with the creation of an Assistant Director.

Dr. Holcomb moved approval of creating two new Operations Specialist positions, seconded by Mr. Voigt. Ayes: 5. Motion carried.

B. State of Iowa ARPA Funds – Aviation Infrastructure – CAIF

Mr. Kaspari provided an overview of the meeting with Iowa DOT Aviation Bureau officials regarding the grant application due this afternoon for the CAIF Grant.

It was highly encouraged for Airport Staff to submit the applications early, which was done. Board discussion continued with a review of the proposed canopies over the main parking lot entrance and both exit lanes, as well as a covered parking canopy structure over as many stalls as possible in the north half of the passenger lot.

While not required, IDOT officials had stated that each Airport was encouraged to add some local funding to their project, so FAA has approved the use of funds held in separate land release accounts, of just over \$200,000, which will be used to resurface as much of the passenger parking lot as possible prior to construction of the covered parking structure.

Should the Iowa DOT not approve this project, Plan B would be a Terminal Remodeling project, consisting of the purchase of a new passenger boarding bridge and an inbound baggage conveyor belt.

Mr. Kaspari stated that the projected pricing of the previously proposed Aircraft Storage Hangar was in excess of \$1,000,000 more than the funds available (\$3.6M versus a project budget of \$2.2M) under the grant, so that option was removed from consideration.

Dr. Holcomb moved support of the application for the parking lot structures, seconded by Mrs. Darrah. Ayes: 5. Motion carried.

C. Airline Staffing Challenges – Getting Better

Mr. Kaspari stated that the staffing challenges that AvFlight has faced seem to be easing up some, thanks at least in part, to a recent increase in the hourly wage for employees to \$15.00.

VII. NEW BUSINESS

A. June Airline Schedule.

Mr. Kaspari stated the June schedule has very few changes from May.

B. Iowa DOT Aviation Bureau – FY-2022 CSVI Proposed Project.

Mr. Kaspari stated that AECOM should have project bid documents for this project advertised by the end of May.

C. Iowa DOT Aviation Bureau – FY-2023 CSVI Proposed Project.

Mr. Kaspari stated that the grant application is due by May 26, 2022. The planned scope of work for the estimated \$124,145. will be continuing the rehabilitation work for the interior and exterior of Hangar 4.

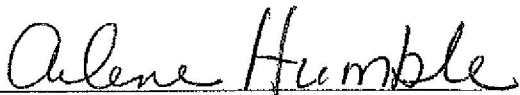
VIII. STAFF AND BOARD MEMBER COMMENT

None.

IX. ADJOURNMENT

Mrs. Darrah moved adjournment of the meeting at 1:14 p.m., seconded by Mr. Voigt. Ayes: 5. Motion carried.

Respectfully submitted,


Arlene Humble, Chairperson

CITY OF WATERLOO

Council Communication

Communication from the City of Waterloo Police Department on the notice of the conclusion of employment for Kyle Janikowski, Police Officer, effective June 15, 2022, with recommendation of approval of payout of \$1,483.38 for unused benefits.

City Council Meeting: 7/5/2022

Prepared: 6/20/2022

ATTACHMENTS:

Description	Type
▣ Janikowski Payout	Backup Material

SUBJECT:

Communication from the City of Waterloo Police Department on the notice of the conclusion of employment for Kyle Janikowski, Police Officer, effective June 15, 2022, with recommendation of approval of payout of \$1,483.38 for unused benefits.

Submitted by:

Submitted By:



CITY OF WATERLOO, IOWA

CITY HALL

715 MULBERRY STREET 50703

Today's Date: 6/15/2022

Effective Date: 6/15/2022

Employment Date: 6/3/2022

To: City Council Members

Re: Notice of Severance

Department POLICE

Job Title/Classification Police Officer

This is to report that the employment of Kyle Janikowski

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	0.00	\$31.73		\$ -
Vacation-Accrued	30.00	\$31.73		\$ 951.90
Usable Sick Leave	0.00	\$31.73	(x) 25%	\$ -
Personal Hours	0.00	\$31.73		\$ -
Unscheduled Leave	16.00	\$31.73		\$ 507.68
Unscheduled Overage	0.00	\$31.73		\$ -
Other Pay	0.75	\$31.73		\$ 23.80
Total Payment				\$ 1,483.38

Comments:

Approved by

Capt. Dan P. McCallister

Date 6/15/22

Human Resources

Nicole Fischels

Date 6/15/22

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: 07/05/22 ☐ AS/400 Status/Accruals ☐ I-9