THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA,
REGULAR SESSION TO BE HELD AT
Harold E. Getty Council Chambers
Monday, June 20, 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

Kelley Felchle, City Clerk

Agenda, as proposed or amended.

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

Minutes of June 9, 2022, Special Session, as proposed.

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 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).

   Submitted By: Noel Anderson, Community Planning and Development Director

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

   Submitted By: Paul Huting, Leisure Services Director

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.

   Submitted By: Keith Kaspari, Airport Director

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.

   Submitted By: Capt. Aaron McClelland

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.

   Submitted By: Matt Schindel, Associate Engineer

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.

   Submitted By: Jamie Knutson, PE, City Engineer

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.

   Submitted By: Jamie Knutson, PE, City Engineer

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.

   Submitted By: Oumie Ceesay, Associate Engineer

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.

    Submitted By: Keith Kaspari, Airport Director

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.

    Submitted By: Randy Bennett, Public Works Division Manager

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.

    Submitted By: Noel Anderson, Community Planning and Development Director

13. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as 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 .

Submitted By: Brian Bowman, Treatment Operations Supervisor

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.

    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 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.

    Submitted By: Noel Anderson, Community Planning and Development Director

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.

    Submitted By: Michelle Weidner, Chief Financial Officer

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.

    Submitted By: Michelle Weidner, Chief Financial Officer

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.

    Submitted By: Michelle Weidner, Chief Financial Officer

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.

    Submitted By: Michelle Weidner, Chief Financial Officer

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.

    Submitted By: Michelle Weidner, Chief Financial Officer

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.

    Submitted By: Michelle Weidner, Chief Financial Officer

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.

    Submitted By: Michelle Weidner, Chief Financial Officer

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.

    Submitted By: Michelle Weidner, Chief Financial Officer

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.

Submitted By: Michelle Weider, Chief Financial Officer.

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.

    Submitted By: Michelle Weider, Chief Financial Officer

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.

    Submitted By: Michelle Weider, Chief Financial Officer

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.

    Submitted By: Michelle Weidner, Chief Financial Officer

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.

    Submitted By: Randy Bennett, Public Works Division Manager

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.

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	Tax Increment	$ 4,536.72	Transfer TIF revenue to reimburse for

Fund	Financing Fund		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 Leversee 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 Leversee 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 Leversee 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 Leversee 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) Bratnober 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.

Submitted By: Michelle Weidner, Chief Financial Officer

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

a. **Brian Boesen and Ryan Doland, Animal Control Officers**

Class/Meeting: National Animal Control Association - Animal Control Officer I - Certified Training and Testing and Membership

Destination: In Office - On-Line

Dates: June - August 2022

Amount not to exceed: $744.00

b. **Police Chief Joel Fitzgerald**

Class/Meeting: Present at shootings press conference in Waterloo as requested by Mayor Hart.

Destination: Dallas, Texas

Dates: May 31, 2022 - June 2, 2022

Amount not to exceed: $897.20

c. **Brock Weliver, Fire Marshal**

Class/Meeting: Expert Witness Courtroom Testimony Class hosted by the International Association of Arson Investigators

Destination: Grinnell, Iowa

Dates: August 2 - 4, 2022

Amount not to exceed: $560.00

d. **Seth Hyberger, Planner I**

Class/Meeting: Brownfield 2022 Conference

Destination: Oklahoma City, Oklahoma

Dates: August 16-19, 2022

Amount not to exceed: $1,940.00

2. **LIQUOR LICENSES**

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

Class: C Liquor w/Outdoor Service

New Application Includes Sunday

Expiration Date: 6/14/2023

b. **Black Hawk Tennis Club, 1005 Black Hawk Road**

Class: B Beer w/Outdoor Service

Renewal Application Includes Sunday

Expiration Date: 5/31/2023

c. **Broadway Liquor, 821 Broadway Street**

Class: B Wine / B Native Wine / C Beer / E Liquor

Renewal Application Includes Sunday

Expiration Date: 6/10/2023

d. **Flirt's Gentlemen's Club, 319 Jefferson Street**

Class: C Liquor

Renewal Application Includes Sunday

Expiration Date: 6/10/2023

e. **Legs, 212 E. 4th Street, Suite 108**

Class: B Wine / C Beer

Renewal Application Does not include Sunday

Expiration Date: 6/25/2023

f. **Love's Travel Stop #702, 3301 Greyhound Dr., Ste A *Ownership Update***

Class: B Wine / C Beer

Renewal Application Includes Sunday

Expiration Date: 11/16/2022

g. **Metro Mart #1, 3201 W. 4th Street**

Class: C Beer

Renewal Application Includes Sunday

Expiration Date: 6/30/2023

h. **Metro Mart #4, 2332 Falls Avenue**

Class: C Beer / E Liquor
Renewal Application Includes Sunday
Expiration Date: 6/30/2023

i. **Olive Garden, 1315 E. San Marnan Drive**
Class: C Liquor
Renewal Application Includes Sunday
Expiration Date: 5/28/2023

j. **Placita, 321 W. 4th Street**
Class: B Beer
Renewal Application Includes Sunday
Expiration Date: 6/12/2023

k. **SAC's Neighborhood Pub, 2000 Hawthorne Avenue**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 1/31/2023

l. **Walgreens #3590, 3910 University Avenue**
Class: B Wine / C Beer / E Liquor
Renewal Application Includes Sunday
Expiration Date: 6/16/2023

m. **WCA Building and Amphitheatre, 225 Commercial Street**
Class: Special Class C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 6/21/2023

n. **Light House Lounge, 1307 W. 5th St.**
Class: C Liquor
Renewal Application Does not include Sunday
Expiration Date: 6/28/2023

o. **Southtown Bar & Restaurant, 2026 Bopp Street**
Class: C Liquor
Renewal Application Includes Sunday
Expiration Date: 6/7/2023

p. **Lost Island Theme Park, 2600 E. Shaulis Road *6 month***
Class: C Liquor w/Outdoor Service
New Application Includes Sunday
Expiration Date: 12/17/2022

3. **APPOINTMENTS**

a. **Cindy Wells**
Board/Commission: Library Board of Trustees
Expiration Date: June 30, 2028
Re-Appointment

b. **John Berry**
Board/Commission: Library Board of Trustees
Expiration Date: June 30, 2028
Re-Appointment

c. **Rosalyn Middleton**

Board/Commission: MET Transit Authority

Expiration Date: June 30, 2025

Re-Appointment

d. **Richard Berry**

Board/Commission: Memorial Hall Commission

Expiration Date: December 31, 2025

New Appointment

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.

   Submitted By: Brock Weliver, Fire Marshal

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.

   Submitted By: Noel Anderson, Community Planning and Development Director

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.

   Submitted By: Matt Schindel, Associate Engineer

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.

   Submitted By: Kelley Felchle, City Clerk

8. Bonds.

PUBLIC HEARINGS

2. FY2023 CIP Pipelining Phase IVA3 Contract No. 1063.

Public hearing cancelled and rescheduled for July 18, 2022.

Submitted By: Brian Bowman, Treatment Operations Supervisor

3. FY2023 One-Year Action Plan for CDBG and HOME Funds for the Waterloo/Cedar Falls Consortium.

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.
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.

Submitted By: Rudy D. Jones, Community Development Director

4. 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.

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close the hearing and receive and file oral and written comments, and recommendation of approval of the Planning, Programming, and Zoning Commission.
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.

Motion to receive, file, consider and pass for the first time 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.
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

5. **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.**

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 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 multiple sections including changes for home occupations, accessory structures, solar facilities, stables, child daycare, industrial uses, and other miscellaneous updates.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt ordinance.

Submitted By: Aric Schroeder, City Planner

6. **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 to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close the hearing and receive and file oral and written comments, and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file and consider and pass for the first time 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.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt said ordinance.

Submitted By: Noel Anderson, Community Planning and Development Director

7. **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.**

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution approving the sale and conveyance of city owned right-of-way, located east of 3165 West Airline Highway, to Superior Properties, LLC, in the amount of $1.00, and authorizing the Mayor and City Clerk to execute said documents.
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.

Submitted By: Noel Anderson, Community Planning and Development Director

8. **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.
Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No Comments on File.
Motion to close hearing and receive and file oral and written comments.
Resolution approving 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.
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.

Submitted By: Noel Anderson, Community Planning and Development Director

9. **Reallocation of Unspent Proceeds of the General Obligation Bonds, Series 2018A in an amount not to exceed $25,000.**

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close the hearing and receive and file comments.
Resolution instituting proceedings to take additional action.

Submitted By: Michelle Weidner, Chief Financial Officer

10. **Reallocation of Unspent Proceeds of the General Obligation Bonds, Series 2018B in an amount not to exceed $25,000.**

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close the hearing and receive and file comments.
Resolution instituting proceedings to take additional action.

Submitted By: Michelle Weidner, Chief Financial Officer

11. **Request to fulfill Level II Police Body Armor needs.**

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING-No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of bid documents, specifications, form of contract, estimate of cost, etc., and authorizing to proceed.
Motion to receive and file and instruct the City Clerk to read bids.
Resolution approving award of contract to CCG Safety Gear, of Olathe, KS, and authorizing the Mayor to execute said document.

Submitted By: Captain Aaron P. McClelland

12. **Request to fulfill FY 2023 Police ammunition needs.**

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING-No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of bid documents, specifications, form of contract, estimate of cost, etc., and authorizing to proceed.
Motion to receive, file and instruct the City Clerk to read bids.
Resolution approving award of contract to Kiesler Police Supply, of Jefferson, Iowa, in conjunction with the FY 2023 Police ammunition needs, and authorizing Mayor to execute said document.

Submitted By: Captain Aaron P. McClelland

RESOLUTIONS

13. Resolution establishing a Commission on Opportunity for Children, Youth, and Young Adults in

Waterloo.

Submitted By: Jonathan Grieder, Ward 2 Council member

14. Resolution establishing a task force on gun violence in Waterloo.

Submitted By: Jonathan Grieder, Ward 2 Council member

15. Resolution directing a study on the compensation of all non-bargaining positions.

Submitted By: Dave Boesen, At-Large Council member

16. 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.

Submitted By: Robert Duncan, Police Captain

17. 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 cyber liability with Cowbell, together with the with recommendation of approval from the Insurance Committee, and authorize the City Clerk to execute necessary documents.

Submitted By: Kelley Felchle, City Clerk

18. Resolution approving Renewal Agreement with Delta Dental for fees associated with administration and authorizing the Mayor and City Clerk to execute said documents.

Submitted By: Lance Dunn, Human Resources Director

19. Resolution approving Renewal Agreement with Wellmark Blue Cross Blue Shield for fees associated with administration, network access and stop loss and authorizing the Mayor and City Clerk to execute said documents.

Submitted By: Lance Dunn, Human Resources Director

20. 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 Batallion Chiefs, effective July 1, 2022.

Submitted By: Lance Dunn, Human Resources Director

21. Resolution approving installation of a 25 MPH speed hump in the 100 block of Center Street.

Submitted By: Sandie Greco, Traffic Operations Director

22. Resolution approving Aquatic Center Design Contract with InVision Architecture in the amount of $766,000.00, and authorizing the Mayor to execute said document.

Submitted By: Paul Huting, Leisure Services Director

23. 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.

Submitted By: Paul Huting, Leisure Services Director

24. 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.

Submitted By: Paul Huting, Leisure Services Director

25. 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.

Submitted By: Quentin Hart, Mayor

26. 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.

Submitted By: Jamie Knutson, PE, City Engineer

27. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

28. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

29. 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.

Submitted By: Noel Anderson, Community Planning & Development Director

30. Resolution approving an incentive payment to Grow Cedar Valley, in the amount of $46,500.00, for work towards FY 2022 economic development.

Submitted By: Noel Anderson, Community Planning and Development Director

31. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

32. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

33. 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.

Submitted By: Noel Anderson, Community Planning & Development Director

34. 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.

Submitted By: Michelle Weidner, Chief Financial Officer

ORDINANCES

35. **An ordinance amending the Rental Housing Program.**

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

Submitted By: Martin M. Petersen, City Attorney

36. **An ordinance adding fees for service for solid waste collection and disposal.**

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

Submitted By: Randy Bennett, Public Works Division Manager

OTHER COUNCIL BUSINESS

37. **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.**

Submitted By: Michelle Weidner, Chief Financial Officer

38. **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.**

Submitted By: Michelle Weidner, Chief Financial Officer

39. **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.**

Submitted By: Oumie Ceesay, Associate Engineer

40. **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.**

Submitted By: Oumie Ceesay, Associate Engineer

41. **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.**

Submitted By: Oumie Ceesay, Associate Engineer

42. **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.**

Submitted By: Oumie Ceesay, Associate Engineer

43. **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.**

Submitted By: Oumie Ceesay, Associate Engineer

44. Discussion of city fiber network plans.
Submitted By: Mayor Quentin Hart

EXECUTIVE SESSION

Motion to adjourn to Executive Session

45. Pursuant to Iowa Code sec. 388.9(1) for the purpose of discussing marketing and pricing strategies or proprietary information of a city utility if its competitive position would be harmed by public disclosure not required of potential or actual competitors, and if no public purpose would be served by such disclosure.

Motion to adjourn Executive Session

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

MEETINGS

4:40 p.m. Council Work Session, Harold E. Getty Council Chambers

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

PUBLIC INFORMATION

1. Communication from the Waste Management Services Department on the notice of the conclusion of employment for Matthew Hosford, Assistant Director and Treatment Operations Superintendent, effective June 3, 2022 with recommendation of approval of payout of $8,432.76 for unused benefits.

2. Airport Board Meeting Minutes of April 27, 2022.

3. Historic Preservation Commission minutes of April 19, 2022.

4. Complete Streets minutes of March 29, 2022.

5. Design Review Board minutes of October 21, 2021 and April 28, 2022.

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 6/20/2022
Prepared:

ATTACHMENTS:

	Description	Type
🗋	Minutes of June 6, 2022 - Regular Session	Backup Material

Submitted by: Submitted By:

June 6, 2022

The Council of the City of Waterloo, Iowa, met in Regular Session at Harold E. Getty Council Chambers, Waterloo, Iowa, at 5:30 p.m., on Monday, June 6, 2022. Mayor Quentin Hart in the Chair. Roll Call: Boesen, Nichols, Amos, Chiles, Grieder, Wilder and Feuss, joined the meeting.

Prayer or Moment of Silence.

Pledge of Allegiance: Nia Wilder, Ward 3 Council Member

107383 - Boesen/Wilder that the agenda be amended to remove agenda item no. 22. "Executive Session" from the agenda. Roll-call vote-Ayes: Seven. Motion carried.

107384 Feuss/Nichols

that the Agenda, as amended, for the Regular Session on Monday, June 6, 2022 at 5:30 p.m., be accepted and approved as proposed. Voice vote-Ayes: Seven. Motion carried.

107385 - Feuss/Nichols

that the Minutes, as proposed, for the Special Session on Wednesday, May 18, 2022 and the Regular Session on Monday, May 31, 2022 at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

Proclamation declaring June 19, 2022 as Juneteenth Celebration.
Proclamation declaring June 6-12, 2022 as My Waterloo Days.
Proclamation declaring June 15, 2022 as World Elder Abuse Awareness Day.

PUBLIC COMMENTS

Mr. Grieder commented the council will have a special session meeting June 9, 2022 at 5:00 regarding gun violence.

Mayor Hart commented there will also be a peace walk on June 9th.

Mr. Boesen questioned the work delay on the Convention Center and asked that the contractor give the council a progress update.

Mr. Boesen requested an update on the Fairfield project.

Noel Anderson, Community Planning Director updated the council regarding release of mortgage on eastern portion of lots to progress with construction.

Mr. Boesen questioned if future plans have been discussed with regards to provisions for limiting or planning corresponding types of businesses near the theme park.

Noel Anderson explained there were discussions regarding future development.

Mr. Boesen questioned when University Avenue lanes will be open.

Jaime Knutson, City Engineer, responded he will provide a project update on completion of project.

Mayor Hart commented that the Greenhill/University Avenue lights are up on the bridge.

Mr. Chiles, clarified contact information from the previous council meeting and encouraged the public to use the City website for reporting pot holes or problems in city.

Mayor Hart thanked council members for getting information out to public.

Ms. Wilder asked the audience and council members to wish the Mayor happy birthday.

107386 - Feuss/Wilder

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

CONSENT AGENDA

107387 - Feuss/Chiles

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 6, 2022, in the amount of $3,651,249.55, 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. 2022-305.

2. Resolution approving the submission of Otto Schoitz Foundation Grant Application in the amount of $1 million dollars, for the Transforming Gates and Byrnes Park Project.

   Resolution adopted and upon approval by Mayor assigned No. 2022-306.

3. Resolution approving the submission of RJ McElroy Trust Grant Application, in the amount of $1 million, for the Transforming Gates and Byrnes Parks Project.

   Resolution adopted and upon approval by Mayor assigned No. 2022-307.

4. Resolution setting date of public hearing as June 20, 2022 to review the funding recommendations of the Community Development Board's FY23 Annual Action Plan for CDBG and HOME funds for the Waterloo/Cedar Falls HOME Consortium.

   Resolution adopted and upon approval by Mayor assigned No. 2022-308.

5. Resolution approving Completion of Project and Acceptance of Work for work performed by WRH, Inc., of Amana, Iowa, for a total amount of $2,172,244.00, and release of retainage in the amount of $88,612.20, in conjunction with the Satellite Wet Well Rehabilitation Project, Contract No. 907.

   Resolution adopted and upon approval by Mayor assigned No. 2022-309.

6. Resolution setting date of public hearing as June 20, 2022 to approve an 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, and authorize the City Clerk to publish notice.

   Resolution adopted and upon approval by Mayor assigned No. 2022-310.

7. Resolution setting date of public hearing as June 20, 2022 to approve 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, and instruct the City Clerk to publish notice.

   Resolution adopted and upon approval by Mayor assigned No. 2022-311.

8. Resolution setting date of public hearing as June 20, 2022 for the sale and conveyance of City property located west of 3180 West Airline Highway, in the amount of $1.00, to Airline Storage, LLC, for the construction of four, 8,000 square foot storage buildings, with rebates of five years at 50% for phase II with approval of a Development and Minimum Assessment Agreement, in the amount of $710,000.00 for phase I.

   Resolution adopted and upon approval by Mayor assigned No. 2022-312.

9. Resolution authorizing an exception to the City of Waterloo's Purchasing Procedures Policy to approve the purchase from the State bid, of eight (8) 2022 4WD, 4 door Commercial

Chevrolet Tahoes, seven (7) for the Waterloo Police Department and one (1) for the Planning and Zoning Department, in the amount of $40,382.00 each, from Karl Auto Group of Ankeny, Iowa.

Resolution adopted and upon approval by Mayor assigned No. 2022-313.

10. Resolution setting date of public hearing as June 20, 2022 for the 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 years at 75 percent and two years at 70 percent, for the construction of a new 12,000 square foot contractor office building, with approval of a Development and Minimum Assessment Agreement, in the amount of $560,000.00, and instruct the City Clerk to publish said notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-314.

11. Resolution approving the use of Downtown Urban Renewal Area Tax Increment Financing District funds, for a contract with Rebechini Studios, Inc. for the conceptual design of the Sullivan Brothers Memorial Exhibit in an amount not to exceed $5,000.

    Resolution adopted and upon approval by Mayor assigned No. 2022-315.

12. Resolution approving the use of Downtown Urban Renewal Area Tax Increment Financing District funds, for agreements with AECOM Technical Services, Inc. in a total amount not to exceed $223,400.00, for engineering services in conjunction with the construction of the Cedar River Marina and Recreational Enhancements project.

    Resolution adopted and upon approval by Mayor assigned No. 2022-316.

13. Resolution approving the use of East Waterloo Unified (Logan Area) Urban Renewal Area Tax Increment Financing funds in an amount not to exceed $13,000.00 for property demolition services for a property located at 120 Center Street.

    Resolution adopted and upon approval by Mayor assigned No. 2022-317.

14. Resolution approving the use of East Waterloo Unified Urban Renewal Area Tax Increment Financing District funds, in an amount not to exceed $1,341,000, for the Hyper Drive Construction Project, in the MidPort area.

    Resolution adopted and upon approval by Mayor assigned No. 2022-318.

15. Resolution approving the use of Martin Road Urban Renewal Area Tax Increment Financing funds, in an amount not to exceed $1,200,000.00, for economic development grants to Fusion Investments, Inc.

    Resolution adopted and upon approval by Mayor assigned No. 2022-319.

16. Resolution setting date of public hearing as June 20, 2022 for the Reallocation of Unspent Bond Proceeds, Series 2018A, in an amount not to exceed $25,000.00, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-320.

17. Resolution setting date of public hearing as June 20, 2022 for the Reallocation of Unspent Bond Proceeds, Series 2018B, in an amount not to exceed $25,000.00, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-321.

b. Motion to approve the following:

1.

Travel Requests				
Name & Title of Personnel	Class/Meeting	Destination	Date(s)	Amount not to Exceed
a. *Amended* B. Manahl, A. Bedard, N. Rasusson, Waste Management Operators	Iowa Water Environment Association 2022 Annual Conference	Davenport, Iowa	06/07-06/09/22	$1,577.00
b. *Amendment* J. Gaherty, M. Schaefer, T. Janssen, Waste Management Plant Maintenance	Iowa Water Environment Association 2022 Annual Conference	Davenport, Iowa	06/07-06/09/22	$1,577.00
c. N. Weber Scarbrough, Walter, Kramer Police Officers	Governors Traffic Safety Bureau Conference (GTSB)	Des Moines, Iowa	06/15-16/22	$1,040.00

2.

Approved Beer, Liquor, and Wine Applications				
Name & Address of Business	Class	New or Renewal	Expiration Date	Includes Sunday
a. Best Deals, 1459 Ansborough Ave.	B Wine/CBeer/E Liquor	Renewal	06/14/2023	Sunday
b. Singlespeed Brewing Co., 325 Commercial Street	C Liquor w/Outdoor Service Extending Outdoor Service area	Application	06/12/2023	Sunday

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

Appointee	Board/Commission	Expiration Date	New or Re-Appointment
Stephanie Paxton	Plumbing Board of Licensing, Examiners and Appeals	06/13/2025	New Appointment
Cam Campbell	Community Development Board	06/18/2025	Re-Appointment
Oumie Ceesay	Complete Streets Advisory Committee	No Expiration	New Appointment

Roll call vote-Ayes: Seven. Motion carried.

4. Motion to approve recommendation of appointment of Amber Chase from the current Civil Service List, to the position of Clerk II in the Waste Management Services Department effective Tuesday June 9, 2022.

5. Motion to approve recommendation of appointment of Shawn Fisher to the position of Street Department Director, pending completion of physical and drug testing, effective June 7, 2022.

6. Motion approving Change Order No. 2 with Brock Even Construction, LLC, of La Porte City, Iowa, for a net increase of $13,115.00, in conjunction with the FY 2022 Sidewalk Repair Assessment Program - Zone 1, Contract No. 1055, and authorizing the Mayor and City Clerk to execute said document.

7. Motion approving Change Order No.1 with Aspro, Inc., of Waterloo, Iowa, for a net increase of $435,210.35, in conjunction with the FY 2022 Asphalt Overlay Program, Contract No. 1056, and authorizing the Mayor and City Clerk to execute said document.

8. Motion approving a fireworks display application for the Mayor's Fireworks Show event on July 2, 2022, with the display occurring at 9:45 p.m. on the 5th Street Bridge.

9. Motion approving Cigarette/Tobacco/Nicotine/Vapor Permit New Application for Best Deals, 1459 Ansborough Avenue.

10. Bonds.

Roll call vote-Ayes: Seven. Motion carried.

PUBLIC HEARINGS

107388 - Nichols/Chiles

that proof of publication of notice of public hearing on the FY 2022 Sidewalk Repair Program - Zone 2, Contract No. 1061, as published in the Waterloo Courier on May 24, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

107389 - Nichols/Chiles

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

107390 - Nichols/Chiles

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

Resolution adopted and upon approval by Mayor assigned No. 2022-322.

107391 - Nichols/Chiles

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

Bidder	Bid Security	Total Bid Amount
Brock Even Construction, LLC, LaPorte City, Iowa	5%	$217,159.74

107392 - Nichols/Chiles

that "Resolution approving award of bid to Brock Even Construction, LLC of LaPorte City, Iowa, in the amount of $217,159.74, and approving the contract, bond, and certificate of insurance, in conjunction with the FY 2022 Sidewalk Repair Program - Zone 2, Contract No. 1061, and authorizing the Mayor and City Clerk to execute said document.", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-323.

107393 - Boesen/Wilder

that proof of publication of notice of public hearing on the FY 2023 Levee Rip Rap Spraying, Contract No. 1065, as published in the Waterloo Courier on May 20, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

107394 - Boesen/Wilder

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

107395 - Boesen/Wilder

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

Resolution adopted and upon approval by Mayor assigned No. 2022-324.

107396 - Boesen/Wilder

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

Bidder	Bid Security	Total Bid Amount
Landmark Turf Services, LLC Dunkerton, Iowa	5%	$46,942.00

107397 - Boesen/Wilder

that "Resolution approving award of bid to Landmark Turf Services, LLC, of Dunkerton, Iowa, in the amount of $46,942.00, and approving the contract, bond, and certificate of insurance, in conjunction with the FY 2023 Levee Rip Rap Spraying, Contract No. 1065, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-325.

107398 - Boesen/Wilder

that proof of publication of notice of public hearing on an ordinance approving a request by the City of Waterloo to vacate a portion of city-owned right-of-way and utility easements at the Edison School Site located at the northeast corner of Harwood Avenue and Evergreen Avenue northeast of 806 Evergreen Avenue, and located northeast of 2200 Falls Avenue, as published in the Waterloo Courier on May 24, 2022, and rescinding Resolution No. 2019-832, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

107399 - Boesen/Wilder

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

107400 - Boesen/Wilder

that "an ordinance approving a request by the City of Waterloo to vacate a portion of city-owned right-of-way and utility easements at the Edison School Site located at the northeast corner of Harwood Avenue and Evergreen Avenue northeast of 806 Evergreen Avenue, and located northeast of 2200 Falls Avenue", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

107401 - Boesen/Wilder

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

107402 - Boesen/Nichols

that "an ordinance approving a request by the City of Waterloo to vacate a portion of city-owned right-of-way and utility easements at the Edison School Site located at the northeast corner of Harwood

Avenue and Evergreen Avenue northeast of 806 Evergreen Avenue, and located northeast of 2200 Falls Avenue", be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Seven. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5646.

107403 - Boesen/Nichols

that "Resolution rescinding Resolution No. 2019-832.", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-326.

107404 - Chiles/Grieder

that proof of publication of notice of public hearing on the Sale and conveyance of City property located west of 420 Harwood Avenue, to Big Hand Pepper, LLC, in the amount of $1.00, as published in the Waterloo Courier on May 24, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

107405 - Chiles/Grieder

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

107406 - Chiles/Grieder

that "Resolution approving the sale and conveyance of City property located west of 420 Harwood Avenue, in the amount of $1.00, to Big Hand Pepper, LLC, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-327.

107407 - Chiles/Grieder

that "Resolution approving a Development Agreement, with Big Hand Pepper, LLC, in the amount of $1.00, in conjunction with the development of thirty-two (32) single family homes, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-328.

RESOLUTIONS

107408 - Nichols/Grieder

that "Resolution a one year memorandum of understanding with the WPPA for the Lateral Transfer Incentive Package and bonus administrative guidelines, authorizing the Mayor and City Clerk to execute said document", be adopted.

Mr. Boesen commented that the council agreed during contract negotiations to limit the pay scale to fifteen years and dropping the pay scale to ten years would cost the taxpayers an additional $249,700.00 plus overtime and holiday pay of unbudgeted expenses.

Mr. Boesen questioned how the Police Department proposed paying for the additional wages.

Police Captain Duncan explained the department is trying to generate interest for applicants as their number of employees is consistently declining, but that they are over on their overtime budget and they hope to have some salary savings through scheduling that would go towards the additional wages.

Mr. Boesen explained he is in favor of the proposed changes but as they are unbudgeted they should not be implemented this year as you cannot predict or guarantee overtime/holiday pay especially in light of the triple fatalities over the holiday weekend.

Sergeant Camarata explained they can predict that 50 officers will retire in the next ten years and that they need some incentives for hiring to replace those officers.

Mr. Boesen commented he feels the department needs to look outside of the box to work on hiring techniques, that the plan is good but he would like to see it all passed next year when it can actually be budgeted.

Mr. Boesen questioned when vacation would apply under the new scale.

Captain Duncan explained vacation would be prorated depending on start date.

Mayor Hart explained that it is competition at this point for hiring police officers and that if the council decides to pass the resolution he will be asking the department to look at Federal and State funding opportunities and having crucial conversations about departmental savings to take some of the burden from the taxpayers. Roll call vote-Ayes: Six. Nays: Boesen. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-329.

107409 - Nichols/Grieder

that "Resolution approving Lease Agreement with Silver Eagle Harley Davidson for two (2) Harley Davidson police motorcycles for a twelve (12) month period, in the amount of $166.67 per motorcycle, per month, for a total amount of $4,000.00, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-330.

107410 - Nichols/Grieder

that "Resolution approving Amendment No. 2 to a Professional Services Agreement with I & S Group, Inc., of Waterloo, Iowa, originally executed April 2, 2021, in the amount of $9,450.00, in conjunction with the Five Sullivan Brothers Convention Center Plaza Renovation and Memorial Project, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-331.

107411 - Grieder/Chiles

that "Resolution approving a request by Big Hand Pepper. LLC for the Preliminary Plat of Edison Addition, a thirty-two (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", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-332.

107412 - Grieder/Chiles

that "Resolution approving an amendment to the Development Agreement with Net Worth Investments, LLC, originally executed on April 27, 2020, to pay the remaining $28,000.00 due for the Infill Housing Policy incentive of $5,000.00 per unit, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-333.

107413 - Grieder/Chiles

that "Resolution approving a Professional Services Agreement with Tallgrass Archaeology, LLC, of Iowa City, Iowa, in an amount not to exceed $20,009.00, in conjunction with the Phase IA

Archaeological Reconnaissance Survey for the Waterloo EDA Fiber Optic Grant, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-334.

107414 - Nichols/Grieder

that "Resolution approving a Professional Services Agreement with Terracon Consultants, Inc., of Cedar Falls, Iowa, in an amount not to exceed $2,740.00, in conjunction with the FY 2020 Courtland, Jefferson, and Mulberry Streets Reconstruction Program, Contract No. 1015, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-335.

107415 - Nichols/Grieder

that "Resolution approving a Professional Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, in an amount not to exceed $24,500.00, for right-of-way design services related to the Waterloo EDA Fiber Optic Grant, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-336.

107416 - Nichols/Grieder

that "Resolution supporting the application by Prairie Rapids II, LLC for the Iowa Workforce Housing Tax Incentives Program and approving Infill Housing Policy Development Agreement to construct forty-eight (48) new housing units located near the southeast corner of Kimball Avenue and Ridgeway Avenue", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-337.

107417 - Boesen/Grieder

that "Resolution approving an Amendment to a High Quality Jobs Program Contract between the Iowa Economic Development Authority, Advanced Heat Treat Corporation and the City of Waterloo, relating to job obligations to revise the project completion date, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-338.

107418 - Boesen/Grieder

that "Resolution approving award of Hotel/Motel Tax Council Discretionary Funds to the Waterloo Municipal Concert Band, in the amount of $21,400.00 for the 2022 summer season, the North End Arts and Music Fest, in the amount of $5,000.00, and the Youth Empowerment Services Project in the amount of $10,000.00", be adopted. Roll call vote-Ayes: Five. Abstain: Chiles and Wilder. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-339.

107419 - Boesen/Grieder

that "Resolution appointing UMB Bank, N.A. of Kansas City, Missouri, to serve as Paying Agent, Bond Registrar, and Transfer Agent, approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and authorizing the execution of the agreement, in conjunction with the $5,685,000 General Obligation Bonds, Series 2022B", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-340.

107420 - Boesen/Chiles

that "Resolution authorizing and providing for the issuance and levying a tax to pay the Bonds and approving the Continuing Disclosure Certificate, in conjunction with the $4,315,000.00 General Obligation Bonds, Taxable Series 2022C, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-341.

107421 - Boesen/Chiles

that "Resolution authorizing and providing for the issuance and levying a tax to pay the Bonds, and approving the Tax Exemption Certificate and Continuing Disclosure Certificate in conjunction with the $5,685,000 General Obligation Bonds, Series 2022B, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-342.

107422 - Boesen/Chiles

that "Resolution appointing UMB Bank, N.A. of Kansas City, Missouri, to serve as Paying Agent, Bond Registrar, and Transfer Agent, approving the Paying Agent, Bond Registrar and Transfer Agent Agreement, and authorizing the execution of the agreement in conjunction with the $4,315,000.00 Taxable General Obligation Bonds, Series 2022C", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-343.

107423 - Boesen/Chiles

that "Resolution approving the First Amendment to the Development Agreement with Deer Acres, LLC, located at 1427-1429 W. 3rd Street and 405 Bayard Street, by extending the completion date to June 30, 2023 and reducing the number of units to two, and authorizing the Mayor and City Clerk to execute said document", be adopted.

Mr. Boesen questioned why there is a delay in construction considering this is one of the first projects authorized by the council in 2020.

Noel Anderson, Community Planning and Development Director explained the plumbing permits are complete but that the interior permits are not completed but that he isn't sure if they were having problems obtaining materials or why there is a delay but that this is part of the State Community Catalyst grant which they approved the extension.

Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-344.

ADJOURNMENT

107424 - Boesen/Grieder

that the Council adjourn at 6:38 p.m. Voice vote-Ayes: Seven. Motion carried.

_____

LeAnn M. Even, Deputy City Clerk

CITY OF WATERLOO

Council Communication

Minutes of June 9, 2022, Special Session, as proposed.

City Council Meeting: 6/20/2022
Prepared:

ATTACHMENTS:

	Description	Type
🗋	Minutes of 6/9/2022 Special Session	Backup Material

Submitted by: Submitted By:

June 9, 2022

The Council of the City of Waterloo, Iowa, met in Special Session at the Harold E. Getty Council Chambers, City Hall, Waterloo, Iowa, at 5:00 p.m., on Thursday, June 9, 2022. Ward 2 Council member Jonathan Grieder in the Chair. Roll Call: Boesen, Nichols, Chiles, Grieder, and Wilder. Absent: Amos and Feuss

City Clerk Kelley Felchle opened the meeting and asked for a motion from the council to appoint a council member to serve as Chair in the absence of the Mayor and Mayor Pro Tem.

107425 - Boesen/Wilder

To appoint Mr. Grieder to serve as chair. Voice vote- Ayes: Five. Motion carried.

107426 - Boesen/Chiles

that the Agenda, as proposed, for the Special Session on June 9, 2022 at 5:00 p.m., be accepted and approved. Voice vote-Ayes: Five. Motion carried.

OTHER COUNCIL BUSINESS

1. Discussion on the issue of gun violence and how the community can work to end the challenge.

Mr. Grieder provided an overview of the gun violence factors facing the City of Waterloo. He outlined the need for establishing a community task force and a youth task force with 1 year, 3 year, and 10 year strategies for helping to curb gun violence by addressing ways it manifests in the community.

Council members shared their views and opinions on the matter.

Kathy Mahoney, 1400 Denver Street, commented that she is a public defender for 25 years, a member of the NAACP and was recently appointed to the Human Rights Commission. She shared a number of stories about her clients and spoke on the importance of providing mental health services beyond incarceration.

Dr. Nafissa Cisse Egbuonye, Black Hawk County Public Health Director, stated that gun violence is a public health issue, and that prior to the pandemic, Black Hawk County Public Health stated that racism is a public health issue. She reported that country wide, gun violence costs us $280 billion annually. We really need to have a countywide approach, and both the health department and the board of health is ready to move into action. She acknowledged that Mr. Grieder's plan is a great plan that can move us into action.

Charlene Mishler, 319 Center Street, retired School Bus Monitor. She believes that including the Waterloo Schools and the Bus Monitors to a task force is important. She has seen more than her share of violence on the buses. Bus drivers and monitors are the first and last to see the students each day.

Debra Hodges-Harmon, Director of the Jesse Cosby Center, stated that after listening to all of the aspects and proposals, what touches her heart is that we're just broken. We have a generation of broken kids, a generation of parents that don't know how to parent and our children are parenting their parents. It's hard to know where to even begin, and asked everyone to keep in mind that some of this is just emotional brokenness.

Maxine Tisdale, 438 Cottage Street, commented that her neighborhood is the neighborhood that has had the gun violence. She said she is tired of hearing gunshots and is tired and ready to go to work to solve problems.

Michelle Feltes, 209 Mulberry Street, Director of Momentum Urban City Initiative, shared that Waterloo has been reactive rather than proactive, ever since she moved here and it is critical to reach the kids. She agrees that the entire community needs to work together.

Mr. Chiles stated that this discussion has been very enlightening. This council is taking this issue very seriously and this definitely needs to go above and beyond the city level. He would like to see updates given at each council meeting on what has been accomplished in and around the city so that the word gets out.

Mr. Grieder commented on what he has witnessed and cannot imagine losing his children, especially to gun violence. As a teacher, he has 1600 kids the he loves. It is clear with this conversation that the

citizens are sick and tired of the violence. He thanked the public for attending and invited everyone to reach out to him with additional suggestions on this issue.

ADJOURNMENT

107427 - Boesen/Wilder

that the Council adjourn at 6:12 p.m. Voice vote-Ayes: Seven. Motion carried.

_____
Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 6/20/2022
Prepared: 3/23/2022

ATTACHMENTS:

	Description	Type
	CLURA 118 Goldcrest Ct Form	Backup Material
	CLURA 118 Goldcrest Ct Map	Backup Material

SUBJECT:	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).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Audubon Heights 7th Addition Lot 24

CITY LIMITS URBAN REVITALIZATION APPLICATION

RECEIVED
JUN 3 2022
PM

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: Amy Reuter **SIGNATURE:** [signature]

ADDRESS: 118 Goldcrest Ct

TELEPHONE: 319 504 7773 **DATE:** 6/3/22

A. What is the *Address* of the property being improved? 118 Goldcrest Ct.

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

Audubon Heights 7th Addition Lot #24

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: 20965 Date permit was issued: 12/27/21 Total permit(s) valuation: 212846

D. What was the cost of the new construction? 388,550

E. Estimated or actual date of completion of this new construction? 6/2/2022

CITY OF WATERLOO

____ APPROVED DATED: _____ RESOLUTION NO: _____

____ DENIED

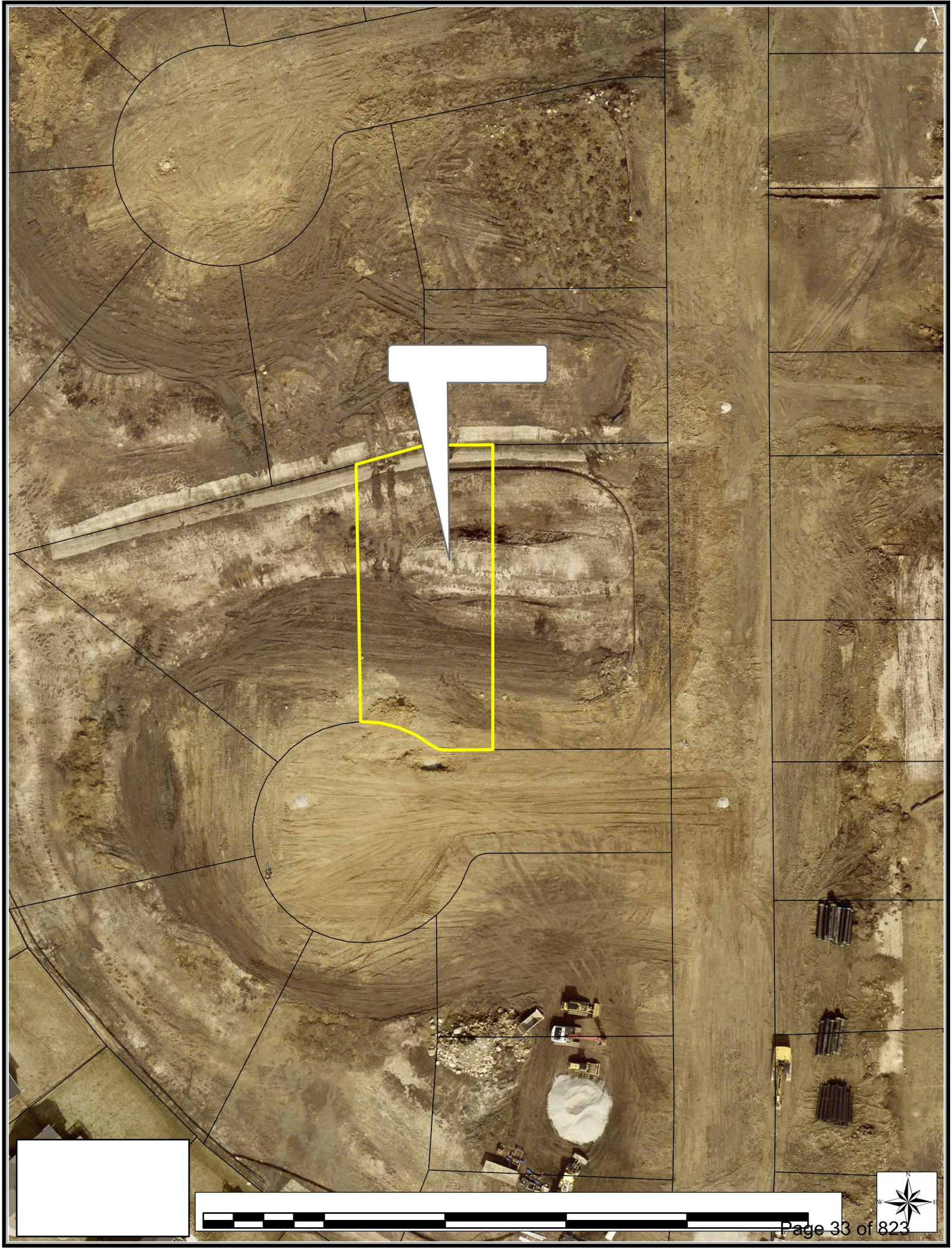
BLACK HAWK COUNTY ASSESSOR

____ 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 submission of Enhance Iowa Community Attraction and Tourism grant application in the amount of $1 million, in conjuntion with the Transforming Gates and Byrnes Parks Project.

City Council Meeting: 6/20/2022
Prepared: 6/7/2022

SUBJECT:	Resolution approving the submission of Enhance Iowa Community Attraction and Tourism grant application in the amount of $1 million, in conjuntion with the Transforming Gates and Byrnes Parks Project.
Submitted by:	Submitted By: Paul Huting, Leisure Services Director
Recommended Action:	Recommend Approval.
Summary Statement:	This grant would help fund elements of the Gates Park Master Plan and the Aquatics Master Plan as presented at the January 31, 2022 Council Work Session.
Neighborhood Impact:	This project will have a large positive impact on the neighborhoods surrounding Gates and Byrnes Parks. Planned new facilities will be available to all, and will have a positive impact on all Waterloo neighborhoods.
Data/Analysis and Strategies:	Ballard King and Associates have done a comprehensive analysis of the demographics and service areas as part of the Aquatics Master Plan.
Expenditure Required/Source of Funds:	The total project cost is estimated at $16 million. This CAT grant application requires 65% matching funds, or $10.4 million. $6.5 million has been committed for the project by the Black Hawk County Gaming Association. Anticipated City of Waterloo CIP funds of $4.5 million for a total of $11 million. A total of $3 million is pending from grant applications to Otto Schoitz Foundation, R.J. McElroy Trust, and Van G. Miller Family Charitable Trust. A grass roots fundraising effort is being undertaken in cooperation with the Waterloo Community Foundation. A contribution to the project from Black Hawk County (unspecified amount) will be needed to qualify for this CAT application.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/2/2022

ATTACHMENTS:

	Description	Type
	Iowa DOT CAIF Grant Agreement	Backup Material
	DRAFT No: 1 - Project Renderings - Aerial View	Backup Material
	DRAFT No: 1 - Project Renderings - Primary Entrance	Backup Material
	DRAFT No: 1 - Projecet Rendering - PIL Station - Exit	Backup Material
	DRAFT No: 1 - Project Rendering - View of Lot from SW Corner - Betsworth Drive	Backup Material
	Engineer's Project Estimate	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Keith Kaspari, Airport Director
Recommended Action:	Approve the grant agreement as requested by Airport Staff with support from the Waterloo Airport Board.
Summary Statement:	This project, pending final engineer's rendering, and project bidding, will provide the beginning phase of a covered canopy parking structure located in front of the airline passenger terminal building. Complete with under-canopy LED lighting fixtures, etc. this project will provide a north-to-south covered canopy for parking lot users- including the disabled or physically challenged airport parking lot user - and for the general public as they pickup or dropoff passengers. As a supplementary phase of work for this project, Airport Staff will be using FAA-approved Land Release Funds at just over $200,000 for Staff to begin the Rehabilitation of the passenger parking lot asphalt pavement - with the north-half of the parking lot and complete as much asphalt rehabilitation as possible.

Neighborhood Impact:	To keep the paid passenger parking lot in operation for passenger use, this project will have to be phased in order to complete the work, but still accommodate safely the need of passengers to park their POV, while also traversing to/from the airline passenger terminal. Once completed, this project should have a very positive look and useability to parking lot users, and provide a new and fresh look to the airline terminal, while also providing a covered parking structure for parking lot users from adverse weather - sun, snow and ice control, hail and other weather impacts.
Data/Analysis and Strategies:	Staff will work closely with Airport Staff and Advisory Board Members to provide for a formal and final rendering that will complement the front of the airline passenger terminal building; along with providing long-term covered parking capability to the users of the parking lot.
Implementation, Accountability, and Communication:	Pending approval by the City Council, Staff will keep all members of City Leadership involved with the project from first draft of a design concept to final construction. Communication on all levels of both Advisory Board / City Leadership and Iowa DOT Aviation Bureau Staff will be key to ensuring project management and overall project confidence at all levels.
Community Engagement Methods:	This has been well received by the Air Service Working Group (Committee of Grow Cedar Valley), and will be promoted to other larger business groups such as Good Morning Cedar Valley during the June meeting, and various other groups to promote the airport, air service with an expected new flight schedule shortly after the Labor Day Holiday. Other service and civic groups / clubs in addition to the above.
Expenditure Required/Source of Funds:	Total anticipated project funds for this project, pending final engineer's renderings, cannot exceed $2,197,573.00. **Source of Funds:** U.S. Treasury via the Iowa Coronavirus State and Local Fiscal Recovery Funds. There is no required matching funds for this project by the City or Airport Department.
Alternative:	For the use of these funds, there were three (3) options for eligibility, as follows: 1. Airport Terminal Construction or Renovation; 2. Hangar Structure Construction; and, 3. Parking Structure Ineligible Projects were noted, as follows: 1. Fuel Systems; 2. Land or Building Acquisition; 3. Air Service Development Projects;

4. Vehicles and Equipment;
5. Planning Studies;
6. General Aviation Terminals;
7. Hangar Renovations;
8. Routine Building or Pavement Maintenance; and,
9. Parking Lots, Monument Signage and Entrance Roads.

This grant agreement, different from other State grants as issued previously, will be offered a chance to review and comment.

Legal Descriptions:

As such, I am not anticipating any red flags, other than to maintain excellent records in the event of either a State or Federal Audit.

IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE
IOWA COMMERCIAL AVIATION INFRASTRUCTURE FUND (ICAIF)

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

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

Improvements shall consist of: **Airline Terminal Parking Canopy Structure**, as more clearly defined in the project application attached in full as Exhibit C.

It shall be referred to as the "Project" and shall be identified by
Project number: **9I220ALO400**
Contract number: **CNTRT-00004232**

The Sponsor, as a non-federal entity carrying out a federal award on behalf of the State of Iowa, shall be considered a subrecipient as defined in the Uniform Guidance (2 CFR Part 200) and is subject to the policy requirements placed upon subrecipients by regulations including, but not limited to, the Uniform Guidance and 31 CFR 35.

Subrecipient Name: **City of Waterloo**
Subrecipient UEI: **D571YPMNW8E5**
Subaward Total Amount of Federal Funds Obligated: **$2,197,573**
Federal Award Identification Number: **SLFRP4374**
Federal Award Date: **July 9, 2021**
Federal Award Project Description: **Coronavirus State and Local Fiscal Recovery Funds**
Federal Awarding Agency Name: **U. S. Treasury**
Federal Assistance Listing Number and Title: **21.027 – Coronavirus State and Local Fiscal Recovery Funds**
Identification of whether the award is R&D: **No**
Indirect Cost Rate: **The Iowa DOT and subrecipient will not assess facility or administration costs associated with this grant agreement**

2.0 GENERAL PROVISIONS

2.01 The SPONSOR shall have 45 days to sign and return this agreement or the Iowa DOT reserves the right to revoke this grant.

2.02 The SPONSOR shall have the project costs obligated no later than December 15, 2023 or the Iowa DOT reserves the right to revoke this grant. Financial obligation means orders placed for property and services, contracts and subawards made, and similar transactions that require payment.

2.03 The Iowa DOT agrees to reimburse the SPONSOR **100%** of the eligible project costs, not to exceed the maximum amount payable of **$2,197,573** incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down.

The funds for this award are provided by the State and Local Fiscal Recovery Fund (SLFRF), part of the American Rescue Plan. SLFRF requires that all costs be incurred during the period beginning the date of grant agreement execution and ending December 15, 2023. Therefore, all costs incurred prior to grant agreement execution and after December 15, 2023 are not eligible uses of these funds. The period of performance for SLFRF funds runs until June 30, 2026, which will provide recipients additional time during which they may expend funds for costs incurred (i.e., obligated) by December 15, 2023. Any award funds not obligated or expended within these timeframes must be returned to the State. Recipients of these funds will be held accountable to these funding timeframes.

2.04 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180.

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

The SPONSOR shall follow requirements of the Iowa Code Section 544A.18, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering or architectural plans and specifications must be used. The SPONSOR shall submit any plans, specifications and other contract documents to the Iowa DOT for its files.

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

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

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

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

2.09 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all

additional costs accepted and paid. Only those eligible costs obligated after this agreement is executed shall be reimbursed.

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

2.11 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, if the funds from the Federal American Rescue Plan State and Local Recovery Funds are no longer available for this purpose and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.

2.12 The SPONSOR is the contracting agent and is the subrecipient of federal funds through the State and Local Recovery Fund (2 CFR 200.331), as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Iowa DOT.

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

2.13 Funding will be available for reimbursement of the project through June 30, 2026, unless appropriations are withdrawn under 2.11. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.

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

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

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

2.17 The attached Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)," will apply and is hereby made a part of this Agreement.

3.00 PROJECT CONDITIONS

3.01 The SPONSOR Agrees to:

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

(b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is more than $50,000 and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.

(c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT. A preliminary project schedule with estimated amounts and dates for reimbursement is required within 60 days of grant execution.

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

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

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

(g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the project at any time during the life of the project and at completion.

(h) Certify satisfactory completion of the Project by resolution or signed final acceptance form and provide a copy to the Iowa DOT.

(i) Retain all records relating to project cost, including supporting documents, through December 31, 2032, and to make such records and documents available to Iowa DOT personnel for audit.

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

4.00 SPECIAL PROVISIONS

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

4.02 Reporting Requirements – An annual report is required to be submitted to the Iowa DOT by January 1st of each year the grant is open. The report should broadly summarize the status on the project, anticipated completion date, and an overview of project funding utilization. Other reports may be required at the request of the Iowa DOT including but not limited to project schedule, project budget, passenger enplanements, and new hangar

space.

4.03 All reimbursement requests must be submitted by June 30, 2026.

4.04 If the construction of a project is not completed and final claim is not submitted by the final claim reimbursement date of June 30, 2026, an airport will need to fund completion of the project in another way.

5.00 SPONSOR ASSURANCES

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

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

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

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

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

5.05 It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10

5.06 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR

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

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

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

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

By: _____ Attested: _____

Title: _____ Title: _____

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

By: _____
Tamara Nicholson, Director
Modal Transportation Bureau

Exhibit A

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities

on

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

September 2020

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

1. TSB DEFINITION

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

2. TSB REQUIREMENTS

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

3. TSB DIRECTORY INFORMATION

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

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

Website: https://iowaeconomicdevelopment.com/tsb

4. THE CONTRACTOR'S TSB POLICY

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

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

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

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

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

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

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

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

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

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

6. COUNTING TSBs PARTICIPATION ON A PROJECT

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

A. The bidder may count:

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

B. The contractor may count:

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

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

A. Bidders

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

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

B. Contractors Using Quotes From TSBs

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

C. Contractors NOT Using Quotes From TSBs

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

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

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

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSINGED

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

.

Form 730007WP 7-97

Contractor _____ Page#_____

Project# _____

County _____

City _____

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. For construction contracts:

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

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

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

6. For consultant contracts:

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

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

The Recipient shall provide the Iowa DOT the following documentation:

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

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

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

CHECKLIST AND CERTIFICATION

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

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

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

   If no, explain _____

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

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

   If no, explain _____

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

   If no, explain_____

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

   If yes, what was the goal or percentage? _____

   If no, explain why not: _____

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

   If no, what action was taken by Recipient? _____

   Is documentation in files? ☐ YES ☐ NO

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

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

   Was the goal or percentage achieved? ☐ YES ☐ NO

   If no, explain _____

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

_____
Title

_____ _____
Signature

Exhibit B
Federal Governance of SLFRF

The following is a non-exclusive list of applicable federal laws, rules, ordinances, regulations, guidance, and orders that govern SLFRF funds in addition to the American Rescue Plan Act of 2021, including Section 9901. CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS of the American Rescue Plan Act of 2021:

- Section 602 of the Social Security Act (the Act), as added to Title VI of the Act (42 U.S.C. 801 *et seq*.) in section 9901 of the American Rescue Plan Act
- Regulations adopted by Treasury pursuant to section 602(f) of the Act, including but not limited to 31 CFR Part 35 (the Final Rule for the Coronavirus State and Local Fiscal Recovery Funds effective as of April 2022), and guidance issued by Treasury regarding the Act or such regulations. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury.
    - Subrecipients should refer to the Assistance Listing available on SAM.gov for details on the specific provisions of the Uniform Guidance that do not apply to SLFRF.
    - Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - The Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the Authority any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- New Restrictions on Lobbying, 31 C.F.R. Part 21.
- Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- Generally applicable federal environmental laws and regulations.
- Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
    - Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
    - The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
    - Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
    - The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

    - Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- Any applicable requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

  Failure to comply with the foregoing may impede the ability to utilize SLFRF. Subrecipient must also comply with any applicable state laws, rules, ordinances, regulations, guidance, and orders.

Exhibit C
Project Application

WATERLOO
REGIONAL AIRPORT

May 23, 2022

IOWA DEPARTMENT OF TRANSPORTATION
- Aviation Bureau
Attn: Mr. Shane Wright, C.M., Aviation Program Manager
800 Lincoln Way
Ames, IA 50010

VIA EMAIL: **SHANE.WRIGHT@IOWADOT.US**

RE: ALO – Waterloo – Grant Application – Iowa Commercial Aviation Infrastructure Fund

Dear Mr. Wright -

As per our previous conversations via in-person, telephone or Teams, please find attached the CAIF application materials for the Commercial Aviation Infrastructure Funded program for the City of Waterloo and Waterloo Regional Airport.

We believe the project that we are proposing for the use of the nearly $2.2M in CAIF funding for an Airline Terminal Parking Lot Covered Canopy Structure will provide an excellent project as one component of a larger project to modernize the landside areas of the airline passenger terminal building for arriving and departing passengers.

While I understand that the funds via this program is a once-in-a-career opportunity to conduct this type of work for Waterloo Regional Airport, Staff's intent is to maximize the project funds of $2,197,573 and is very appreciative of the funds as allocated to the airport.

This project is widely supported project by members of the Airport Board, Airport Staff, and Senior City Leadership – but will be incredibly well received by the General Public once they are made aware of this project, if this project receives Iowa DOT approval.

As such, we are respectfully requesting the support and approval from your office and that of your team allowing ALO to move forward.

If you have any questions on any of the above, please call me at 319-291-4483, or via email at: **KEITH.KASPARI@WATERLOO-IA.ORG**

Sincerely,

Keith D. Kaspari, MPA, C.M.
Airport Director

Attachment (FY-2022 CAIF Application)

cc: ALO – CAIF Project File

IOWADOT
Form 291117 (02-22)

AIRPORT STATE FUNDING APPLICATION
PROJECT DATA SHEET

Fiscal Year: 2022

Submit a separate data sheet for each project.

Airport:	City of Waterloo dba Waterloo Regional Airport **Date:** May 23, 2022
Funding Program:	Iowa Commercial Aviation Infrastructure Fund
Project Description:	Airline Terminal Parking Lot Covered Canopy Structure.
Engineering Firm (If unknown, write unknown):	AECOM
Shown on current Airport Layout Plan (ALP)	☒ Yes ☐ No **Current ALP Date:** February 11, 2014
Sketch:	Attach separate sketch from ALP if applicable.
Project Justification (Include detailed information and data to support need):	The canopy structure is one component of a larger project to modernize the landside area of the airline passenger terminal building for arriving and departing passengers. The project includes entry road rehabilitation ($306,149); parking lot resurfacing (estimated at $200,000); and, wayfinding signage the city is conducting. The parking lot canopy structure will: > Provide coverage of the parking lot ticket dispenser; > Provide coverage of the pay station exit lanes; > Provide coverage for disabled parking lot users; > Provide coverage for the most highly and frequently used parking spaces in the lot; and, > Incorporate LED lighting into the canopy structure.
Detailed Cost Estimate (Attach separate sheet if necessary):	Item No: 1 Description: Mobilization and General Conditions (6%) - $108,700.00. 2 Description: Primary Entrance Canopy Structure (SF@ 820) - $205,000.00. 3 Description: Exit Canopy Structure (SF @ 2015) - $503,750.00. 4 Description: Covered Parking Structures (SF @ 4,860) $1,093,500.00. 5. Administrative / Legal / Engineering $286,700.00. 6. Total Estimate: $2,197,650.00.

	Amount	Percentage
Total Project Cost:	$2,197,573.00	100%
Local Share:		
Requested State Share:	$2,197,573.00	100%

Signature

Airport Director
Sponsor's Title

Please e-mail the signed application to: Shane.Wright@iowadot.us

IOWADOT
Form 105101 (3-18)

Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code 8.11, all grant applications submitted to the State of Iowa that are due beginning Jan. 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applications 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.

I believe this project will have a very viable and positive long-term benefit and impact to all potential users and passengers at the Waterloo Regional Airport.

The ability to have a covered canopy structure for the most frequently used area of the airline passenger terminal parking lot, combined with the covered structures for the ticket dispenser, pay station exit lanes, covered parking areas for disabled passengers, use of LED under-canopy lighting fixtures, will provide overall components of a larger project to modernize the landside area of the airline passenger terminal for arriving and departing passengers.

Indicate which groups are impacted.

☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☒ Other All future passengers.

☒ 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.

The only potential unique and/or negative impact, would be short-term in duration, and expected only during the phasing of this project to accommodate the parking lot users during construction.

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

The proposed project will provide for long-term benefits for all users of the airline terminal parking lot once active construction operations have been completed.

Provide evidence of consultation with representatives of the minority groups impacted.

Airport Staff (Director) have personally met with representatives of both the Bosnian and Burmese communities, and while it has been my experience that his demographic of local residents do not frequent the use of ALO very often for either business or leisure travel, therefore my goal has been to, and at a minimum, make these two communities more aware of the service offerings at ALO.

Additionally, I have made in-person presentations to numerous local service and civil groups, such as: Rotary; Exchange Club; Kiwanis; and, Others, in addition to local Chambers of Commerce, Foundation Boards, University of Northern Iowa Leadership Committees, and other groups and organizations to make them more aware of the recent updates and related airport services at ALO. My continued goal as ALO's Director is to make everyone more aware, via an air service campaign for airport services to encourage an increase in travel.

Indicate which groups are impacted.

☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians

☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☒ Other All future passengers.

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

Present the rationale for determining no impact.

This project is not expected to have any long-term or negative impacts to users or any arriving or departing passengers.

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

Name Keith Kaspari

Title Airport Director

Definitions

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

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
WATERLOO REGIONAL AIRPORT
PARKING LOT MODERIZATION
5/23/2022

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT PRICE	EXTENDED TOTAL
1	Mobilization and General Conditions (6%)	LS	1	$ 108,700.00	$ 108,700.00
2	Primary Entrance Canopy Structure	SF	820	$ 250.00	$ 205,000.00
3	Exit Canopy Structure	SF	2,015	$ 250.00	$ 503,750.00
4	Covered Parking Structures	SF	4,860	$ 225.00	$ 1,093,500.00
	Administrative, Legal, and Engineering (15%)	LS			$ 286,700.00

Total Estimate $ 2,197,650.00

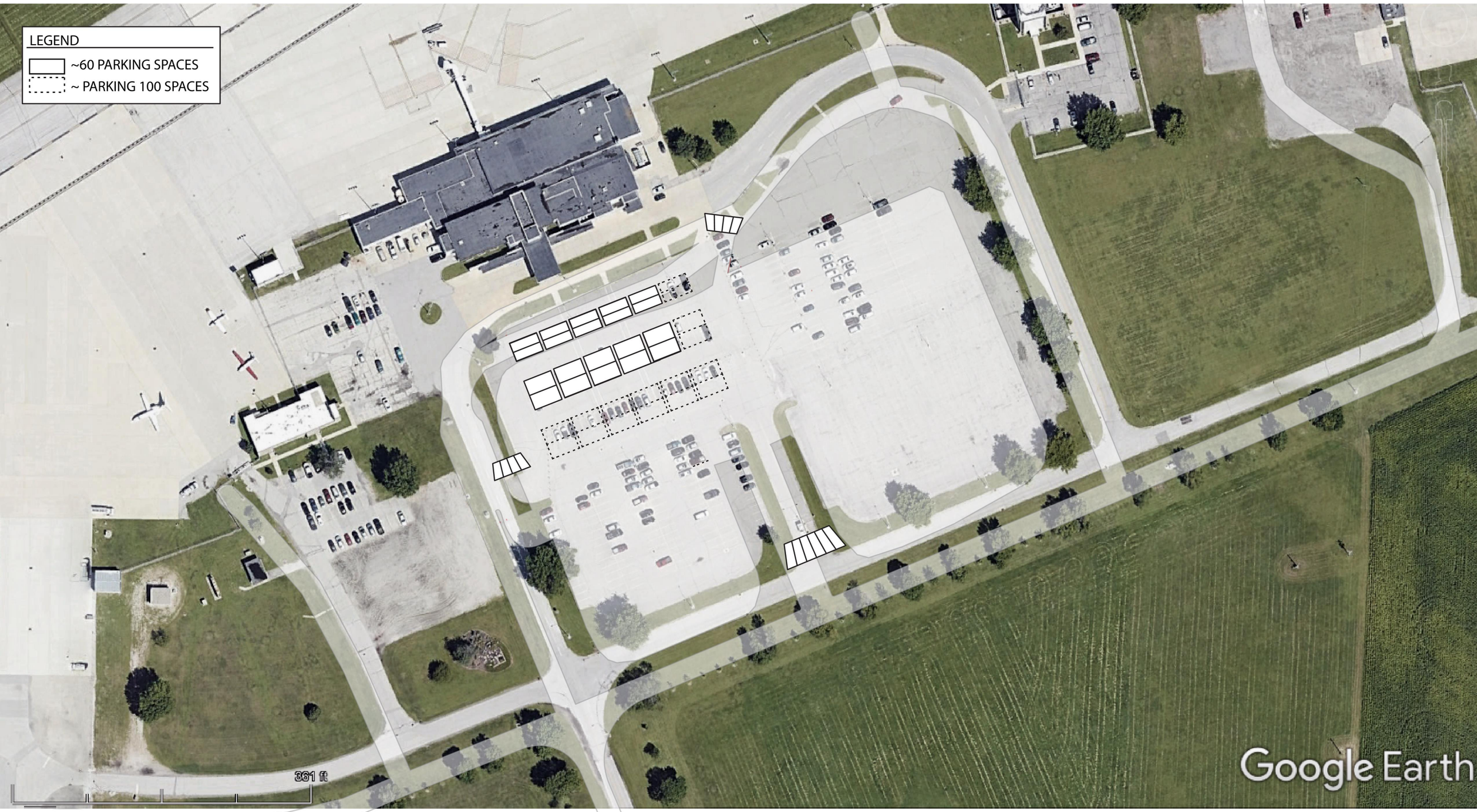
AIRPORT LAYOUT PLAN
AIRPORT MASTER PLAN UPDATE
FAA AIP NO. 3-19-0084-33
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA
AECOM
DATE DECEMBER 2013
PROJECT NO 60160093
FILENAME
SHEET NO 2
DRAWING NO
SCALE IN FEET
LEGEND
EXISTING
ULTIMATE
PROPERTY LINE
EXISTING BUILDINGS
THRESHOLD LIGHTS
RUNWAY SAFETY AREA
PAPI
REIL
OBJECT FREE AREA
AIRPORT PAVEMENT
EASEMENTS
AIRPORT REFERENCE POINT (ARP)
BUILDING RESTRICTION LINE (BRL)
TREES
RAILROAD
RUNWAY VISIBILITY ZONE
CRITICAL AREA
EXISTING CONTOUR
FENCE
SECTION CORNER
PRECISION OBSTACLE FREE ZONE
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ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
WATERLOO REGIONAL AIRPORT
PARKING LOT MODERIZATION
5/23/2022

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT PRICE	EXTENDED TOTAL
1	Mobilization and General Conditions (6%)	LS	1	$ 108,700.00	$ 108,700.00
2	Primary Entrance Canopy Structure	SF	820	$ 250.00	$ 205,000.00
3	Exit Canopy Structure	SF	2,015	$ 250.00	$ 503,750.00
4	Covered Parking Structures	SF	4,860	$ 225.00	$ 1,093,500.00
	Administrative, Legal, and Engineering (15%)	LS			$ 286,700.00

Total Estimate $ 2,197,650.00

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/16/2022

ATTACHMENTS:

Description	Type
Byrne 2023	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Capt. Aaron McClelland
Recommended Action:	Request that the City Council pass a resolution authorizing Mayor Hart to receive the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $179,000.00, to be used in a joint effort by jurisdictions of the City of Waterloo, City of Cedar Falls, Black Hawk County Sheriff and the Black Hawk County Attorney. This grant will in part be used to pay salary's for Task Force members.
Summary Statement:	The grant will be utilized from July 1st, 2022 to June 31st, 2023. Your approval of this grant will enable the Tri-County Drug Task Force to further investigate mid and high level narcotics crimes creating a safer community.
Neighborhood Impact:	N/A
Data/Analysis and Strategies:	N/A
Implementation, Accountability, and Communication:	N/A
Expenditure Required/Source of Funds:	None
Alternative:	N/A
Legal Descriptions:	N/A

IOWA BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

Governor's Office of Drug Control Policy
Pape State Office Bldg., 5th Floor
215 E. 7th Street, Des Moines, Iowa 50319 (515) 725-0300

JAG CFDA #16.738

Grantee: Waterloo 715 Mulberry Street Waterloo, Iowa 50703	**Grant # 20-JAG-446289** Grant Period: July 1, 2022 - June 30, 2023 **Federal: $179,000** **Match: $59,667** **Total: $238,667**
ODCP Contact: Dennis Wiggins 515/725-0311	
Legal Applicant: Quentin Hart	Program Director: Joel Fitzgerald

This grant is subject to the terms and conditions incorporated either directly or indirectly by reference in the grant program legislation, the grant program request for proposal, and the stipulations, if any, noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this grant, this award does not constitute approval of waiver from any Federal or state statutory/regulatory requirements for a United States Department of Justice grant. The grantee agrees to perform all services and furnish all supplies set forth in the application of this grant award for the consideration stated herein. This grant consists of the application for funds, the grant award notice, the budget documents, the standard grant conditions, the reporting forms, and all approved grant revision documents. All parties to this grant award acknowledge that they have fully read and understand this contract, and agree to abide by the terms set forth within.

SPECIAL CONDITIONS

Law enforcement personnel funded in whole or in part with these grant funds will complete Department of Justice required online (internet-based) task force training. All task force members are required to complete this training once during the life of this award, or once every four years. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Officers should use the preauthorization code QX6S4 when completing the course.

Project activity funded through this award will comply with all state and federal laws and guidelines. Projects are referred to PATC with questions regarding the appropriate expenditures of state forfeitures.

In witness wherefore, the parties hereto have executed this grant the day and year specified below.

SIGNATURES/DATES

Legal Applicant/Date	Program Director/Date	ODCP Administrator/Date

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/8/2022

ATTACHMENTS:

	Description	Type
	Final Summary Cont. No. 976	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Matt Schindel, Associate Engineer
Summary Statement:	This is the accumulated amount of adjustments from original to final quantities that were determined necessary during the construction of the project, which results in a net decrease to the total project cost.

CHANGE ORDER NO. 3

Owner **City of Waterloo** Date: **5/18/2022**

Project **F.Y. 2019 Jefferson & Commercial Streetscape Improvements**

Owner's Contract No. **976** Contractor: **Lodge Construction, Inc.**

Date of Contact Start **July 1, 2019** Contract Amount: **$ 552,248.60**

You are directed to make the following changes in the Contract Documents. Description:

11	Removal of Sidewalk	$	21.00	/SY	x	6.4 SY	$	134.40
13	Shared Use Path, PCC, 6 in.	$	44.00	/SY	x	32.6 SY	$	1,434.40
35	Sod	$	125.00	/SQ	x	-57 SQ	$	(7,125.00)
41	Wattle, Straw, 9 in.	$	3.00	/LF	x	290 LF	$	870.00
42	Wattle, Removal	$	1.50	/LF	x	290 LF	$	435.00
45	Inlet Protection Device, Maintenance	$	50.00	/EA	x	-20 EA	$	(1,000.00)
1-2	Light Fixture ATBO-30BLEDE13-MVOLT-R3-P7-SH	$	450.00	/EA	x	1 EA	$	450.00
2-1	Fuses & Holders	$	110.00	/EA	x	-2 EA	$	(220.00)
3-1	Sod	$	115.00	/SQ	x	237.5 SQ	$	27,312.50
3-2	Liquidated Damages	$	(1,000.00)	/Day	x	10 Day	$	(10,000.00)
	TOTAL ADDITIONS						$	12,291.30

Reason for Change Order

11, 13, 35, 41, 42,45, 1-2, 2-1 Bid item quantity adjustments for as-built quantities.

3-1 Bid item quantity adjustments for as-built quantities and includes price adjustment for Sod due to the increase in quantity.

3-2 Liquidated Damages due to contractor delays.

CONTRACT PRICE		CONTRACT TIME	To Substantial Completion	To Final Completion
Original:	$ 552,248.60	Original Completion Date:	10/15/2019	11/15/2019
Previous C.O.s (ADD/DEDUCT)	$ 13,025.00			
This C.O. (ADD/DEDUCT)	$ 12,291.30	Revised Completion Date:	10/15/2019	11/15/2019
Contract Price with all approved Change Orders:	**$ 577,564.90**			

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from the change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND CONVENANTS OF THE CONTRACT SHALL APPLY HERETO.

APPROVED:

BY: _____ _____
Owner (Authorized Signature) Date

ACCEPTED:

BY: _____ 6-9-22
Contractor (Authorized Signature) Date

ACCEPTED:

BY: Michelle M. Sweeney 6-9-2022
AECOM Date

AECOM

60561525 | 3

Project No. C.O. No.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/8/2022

SUBJECT:	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.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
	Lodge Construction, Inc. has completed the above referenced project in accordance with the plans and specifications.
Summary Statement:	Transmitted also to the Clerk's Office is the Maintenance Bond that guarantees to remedy any defects in workmanship or materials that may develop in said work within a period of two (2) years from the date of the acceptance of the work under said contract.
Implementation, Accountability, and Communication:	

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/7/2022

SUBJECT:	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.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Summary Statement:	Plans prepared by AECOM.
Expenditure Required/Source of Funds:	TBD

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/8/2022

SUBJECT:	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.
Submitted by:	Submitted By: Oumie Ceesay, Associate Engineer
Summary Statement:	Plans prepared by the Ritland+Kuiper Landscape Architects
Expenditure Required/Source of Funds:	WDC

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/6/2022

ATTACHMENTS:

Description	Type
Hangar 4 - Front End Documents	Backup Material
Pic 1 of Hangar No: 4	Backup Material
Pic 2 of Hangar No: 4	Backup Material
Pic 3 of Hangar No: 4	Backup Material
Pic 4 of Hangar No: 4	Backup Material

SUBJECT:

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.

Submitted by:

Submitted By: Keith Kaspari, Airport Director

Recommended Action:

Approve of the request per Airport Staff.

Summary Statement:

This project continues previous years project requests for the continued rehab of both the interior and exterior improvements to the Aircraft Hangar Storage facility.

Specifically, this project provides for, and pending bids received, as follows:

A. 1,650 SqFt of interior renovation of an existing suite of office areas;
B. Conversion of one restroom to an ADA accessible restroom;
C. Installation of new ceiling light fixtures, grid and tiles;
D. Replacement of Roof Top Mounted HVAC unit;
E. Renovation of: Natural Gas Distributor / Connecting the existing Water Meter / replacement of all plumbing fixtures; replacement of a 1960's era electric circuit breaker panel / replacement of a very dated building communication system / refinishing sheet rock walls (post mold removal) / and installation of finished floor covering.

This all for the purpose for hope for lease of office suites for additional revenue to the airport department.

	Due to supply chain challenges, total work is estimated at an incredible 270 calendar days.
Neighborhood Impact:	Should be no adverse / negative impact to any airport tenant at ALO.
Data/Analysis and Strategies:	Not applicable for this request by Staff.
Implementation, Accountability, and Communication:	Monthly reports will be provided to the Advisory Committee and as scheduled for the Iowa DOT Aviation Bureau Staff.
Community Engagement Methods:	Not applicable for this request from Staff.
Expenditure Required/Source of Funds:	Total funds for this project are derived from the Iowa DOT's Aviation Bureau and the CSVI and the Commercial Service Vertical Infrastructure program. Total funds available: $126,752.00.
Alternative:	No project alternatives were considered for this request for continued improvements to Hangar No: 4. Staff, along with the engineer, worked to maximize the use of the funds to complete additional needed improvements to this hangar structure.
Legal Descriptions:	No need for this notification request by Staff.

HANGAR NO. 4 IMPROVEMENTS (2022)
Waterloo Regional Airport

IDOT CSVI PROJECT NO. 9I220ALO200
IDOT CONTRACT NO. 3345

Prepared For:
City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703

Prepared By:
AECOM
501 Sycamore Street, Suite 222
P.O. Box 1497
Waterloo, Iowa 50704-1497

June 7, 2022

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

IDOT CSVI PROJECT NO. 9I220ALO200
CONTRACT NO. 3345

RECEIVING OF BIDS

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in the City Hall of the said City on the **14th day of July, 2022** until 1:00 p.m. for the construction of the **HANGAR NO. 4 IMPROVEMENTS (2022), Contract No. 3345**, as described in detail in the plans and specifications now on file in the Office of the City Clerk.

OPENING OF BIDS

All proposals received will be opened in the First Floor Conference Room at City Hall, in the City of Waterloo, Iowa, on the **14th day of July, 2022**, at 1:00 p.m., and the proposals will be acted upon at such later time and place as may then be fixed by the City Council.

PRE-BID MEETING

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

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

PUBLIC HEARING

The Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of the above-described improvement project at **5:30 p.m. on July 18, 2022**, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City.

SCOPE OF WORK

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

BEGINNING AND COMPLETION DATES

The work under the proposed contract shall be commenced within ten (10) working days after receipt of "Notice to Proceed" and all items shall be completed within **270 calendar days**.

METHOD OF PAYMENT TO CONTRACTOR

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

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

PLANS AND SPECIFICATIONS

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

Complete digital Plans and Specifications are available at **www.questcdn.com**. You may download the digital documents free of charge from Questcdn by inputting Questcdn Project **#8228370** on the website's Project Search page. Please contact Questcdn.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading and working with this digital project information.

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

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

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

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

CONTRACT AWARD

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

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

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

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

PROPOSALS SUBMITTED

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

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

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

BID SECURITY REQUIRED

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

PERFORMANCE & PAYMENT BONDS

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

MAINTENANCE BOND

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

CONTRACT COMPLIANCE PROGRAM / SUBCONTRACTING

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

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

PREDETERMINED WAGE RATES

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

LIQUIDATED DAMAGES

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

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

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

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

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

PRE-CONSTRUCTION CONFERENCE

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

BIDDER STATUS

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

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

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

SALES TAX EXEMPTION CERTIFICATES

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

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

CITY OF WATERLOO, IOWA









CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/8/2022

ATTACHMENTS:

	Description	Type
	Specs and bid documents	Backup Material

SUBJECT:	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.
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 annually in our recycled paving program for unimproved streets.
Expenditure Required/Source of Funds:	Estimated $215,000.00 205-19-7110-1513 - Local Option Sales Tax

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 30th day of June 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, June 30, 202265

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, ASTMD-977, or AASHTO M-140, as related.

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

A. Product	Minimum Quantity	Maximum
a. HFMS 2S (Oiling)	1,760 Gallons	5,000 Gallons
b. CRS-2P (Seal Coating)	940 Gallons	65,000 Gallons
c. CSS-1 Dilute / 4:1 (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:

PRODUCT	MINIMUM BID QUANTITY	UNIT PRICE	TOTAL
HFMS-2S	1,760 Gallons	$_____	$_____
CRS-2P	940 Gallons	$_____	$_____
DILUTE CSS-1	236 Gallons	$_____	$_____

PRODUCT	MAXIMUM BID QUANTITY	UNIT PRICE	TOTAL
HFMS-2S	5,000 Gallons	$_____	$_____
CRS-2P	65,000 Gallons	$_____	$_____
CSS-1 DILUTE/4:1	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 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.

City Council Meeting: 6/20/2022
Prepared: 6/2/2022

ATTACHMENTS:

Description	Type
Crystal Distribution Business Property Lease	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Set date of hearing for lease
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 Funds:	None
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

Attest: _____
Kelley Felchle, City Clerk

TENANT

Crystal Distribution Services, Inc.

By: _____
Thomas J. Poe, President

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 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 .

City Council Meeting: 6/20/2022
Prepared: 6/10/2022

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

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/13/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material
Legal Description	Backup Material

SUBJECT:	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.
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 will hold a public meeting on June 14, 2022. Notice letters were sent out to all property owners on record within 250-feet of the proposed project.

Expenditure Required/Source of None

Funds:

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.

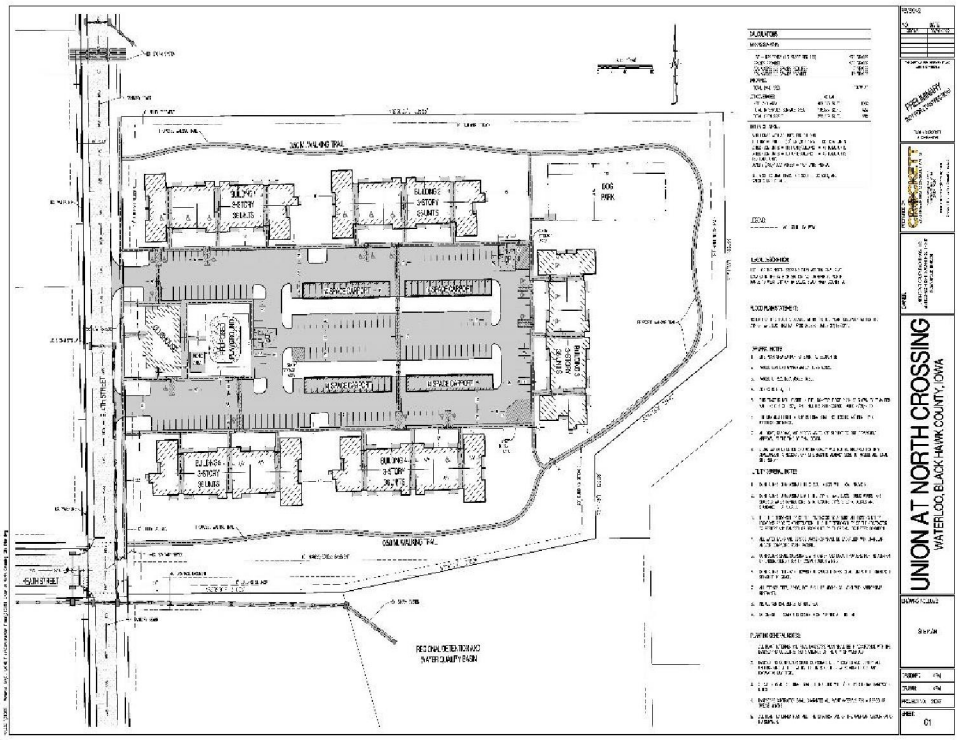
REQUEST:	Request by Union Development Holdings LLC for a Site Plan Amendment to construct a 180-unit affordable housing development in the “R-4,R-P” Planned Multiple Residence District located northwest of 4039 Homer Street.
APPLICANT:	Union Development Holdings LLC, 409 Massachusetts Ave., Indianapolis, 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 4th Street and north of Lakeside Street, Homer Street, and Niles Street. The five multi-family buildings will be served by East 4th Street. A sidewalk will be placed on the east side of West 4th 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 4th Street, and 12" storm sewer underneath East 4th Street.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as *Low Density Residential.* 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.

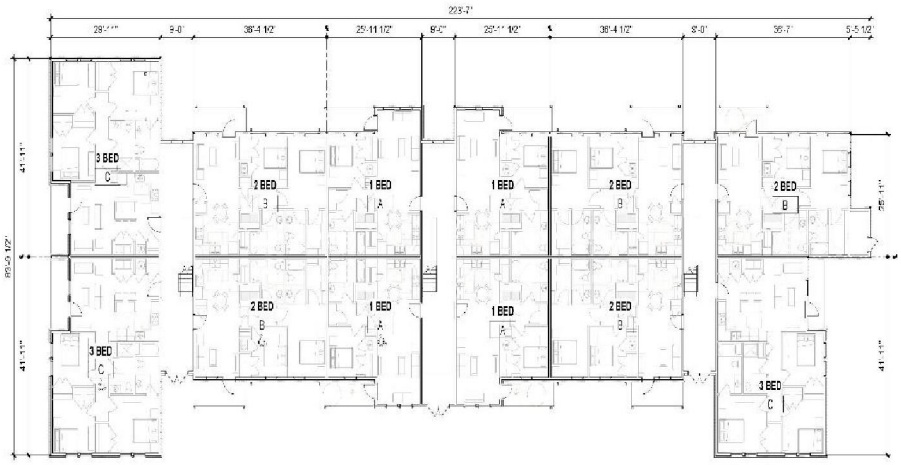
The site plan shows that road access will come off of East 4th Street. The site will consist of 5 three story apartment complexes with 36 units each, club house, playground, and a 0.5 mile trail that encircles the development. The site plan notes 282 parking spaces. Apartments are required to have 2 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.




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"
UNION AT NORTH CROSSING
IFA APPLICATION SUBMITTAL
05/20/2022
RQAW
ARCHITECTURE



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

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

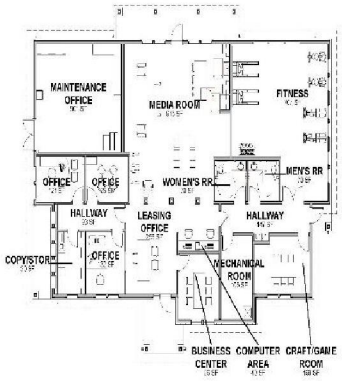
RQAW ARCHITECTURE



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

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

RQAW ARCHITECTURE



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

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

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

RQAW ARCHITECTURE



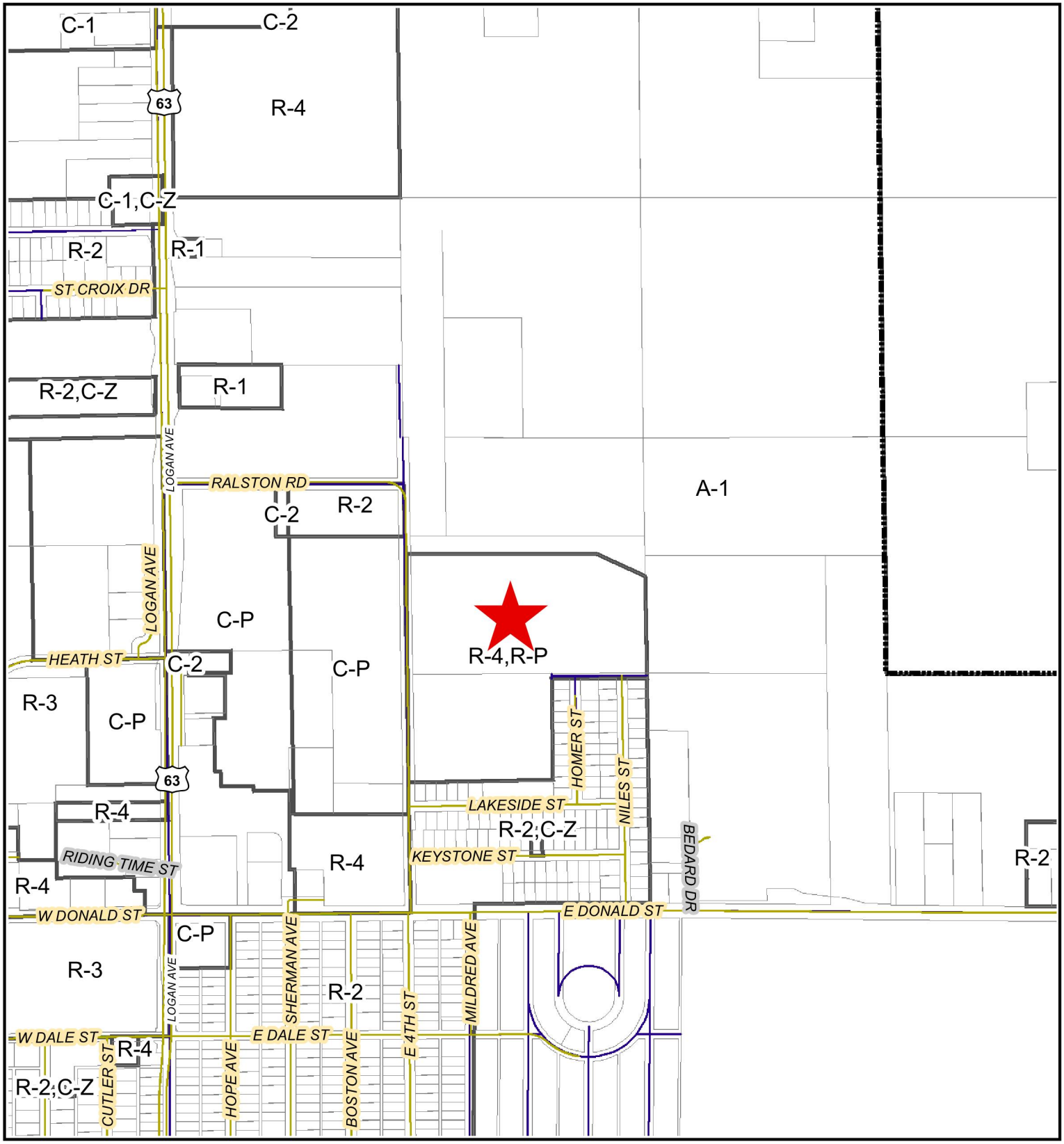
Picture 1: Looking south east from 4th Street toward the site plan site.



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



N
W E
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Waterloo Iowa

North of 4039 Homer Street
Site Plan Amendment
Union Development Holdings

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



N
W E
S

Waterloo Iowa

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.

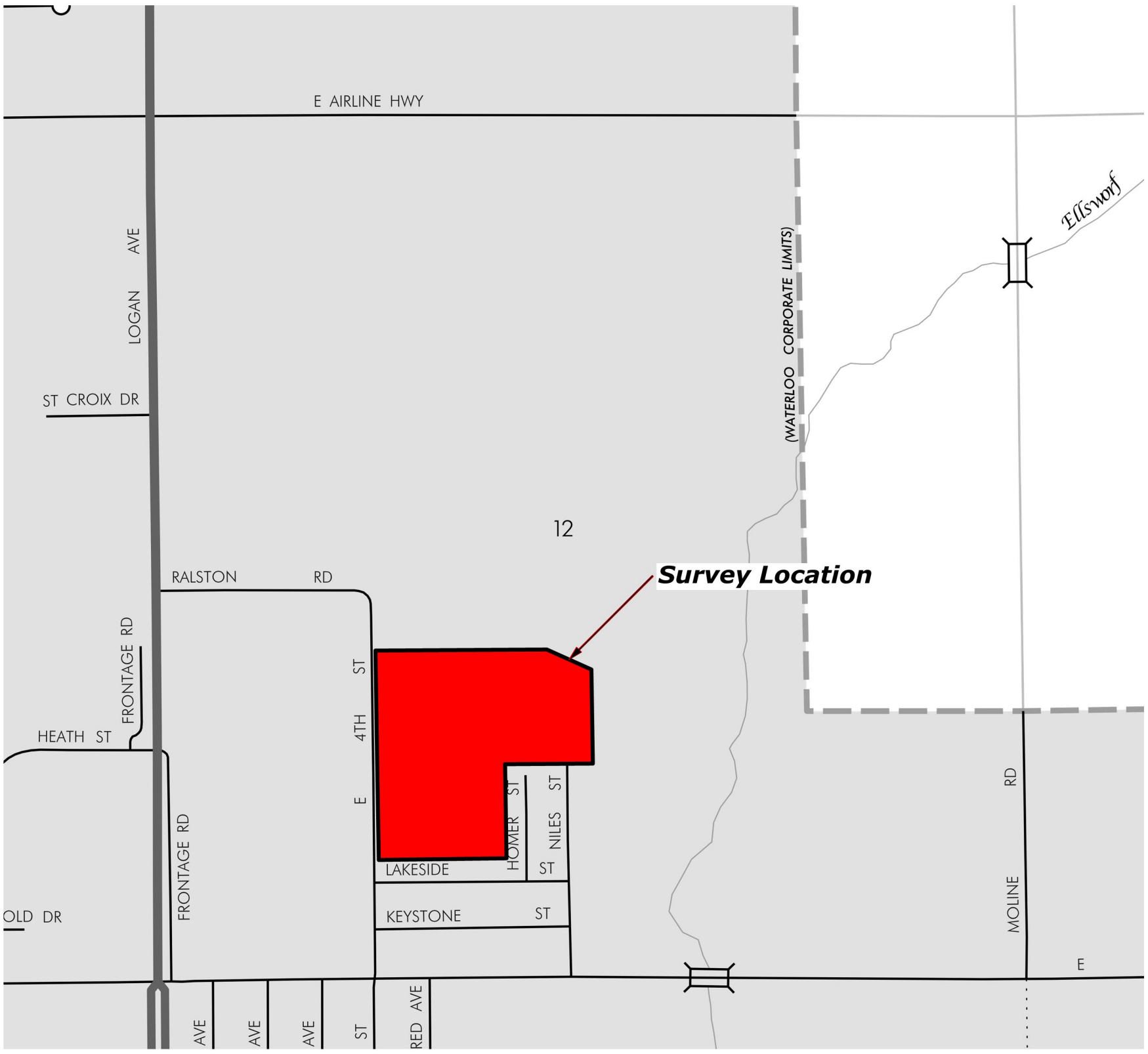


Margaret A. L. Blum
Senior Director of Development

Index Legend
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

H R S Herold-Reicks Surveying

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

PROFESSIONAL LAND SURVEYOR
ISAIAH M. REICKS 22468
IOWA

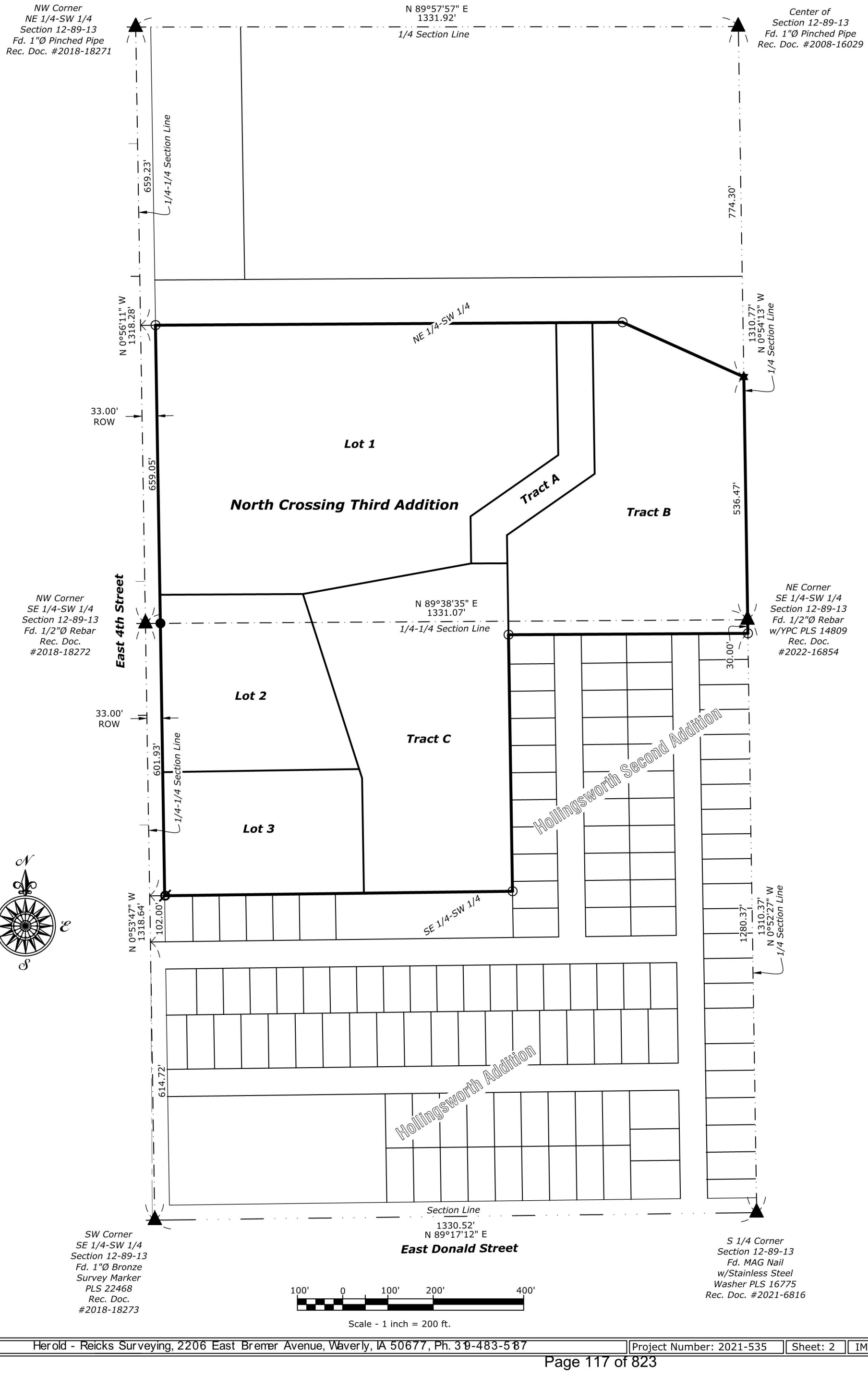
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa. The unadjusted error of closure does not exceed 1:10,000 for the subdivision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

File: I:__Projects - WO\County Control Systems_WO\BLACK HAWK\BHCO-13\BHCO-13.dwg, 3/16/2022 10:42:35 AM

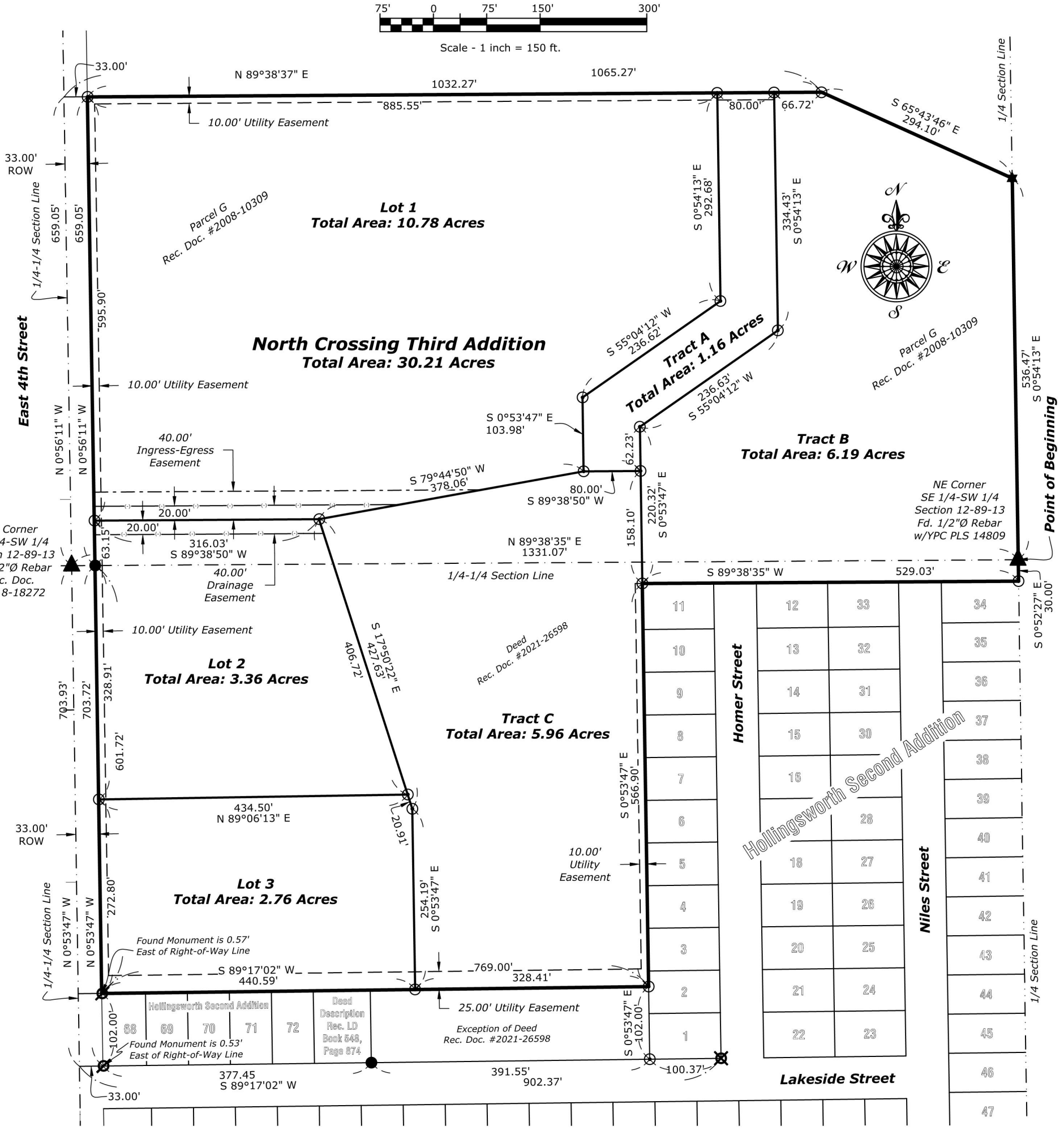
Final Plat

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



Final Plat

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



Legal Description:

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:

Beginning at the Northeast Corner of the Southeast Quarter of the Southwest Quarter of said Section;

Thence **South 00°52'27" East, 30.00 feet** along the East Line of said Quarter-Quarter Section to the Northeast Corner of Hollingsworth Second Addition;

Thence **South 89°38'35" West, 529.03 feet** along the North Line of said Addition to a Corner thereof;

Thence **South 00°53'47" East, 566.90 feet** along the West Line of said Addition to the Easterly Extension of the North Line of said Addition;

Thence **South 89°17'02" West, 769.00 feet** along said Easterly Extension and North Line thereof to the East Right-of-Way Line of East 4th Street;

Thence **North 00°53'47" West, 601.72 feet** along said East Right-of-Way Line;

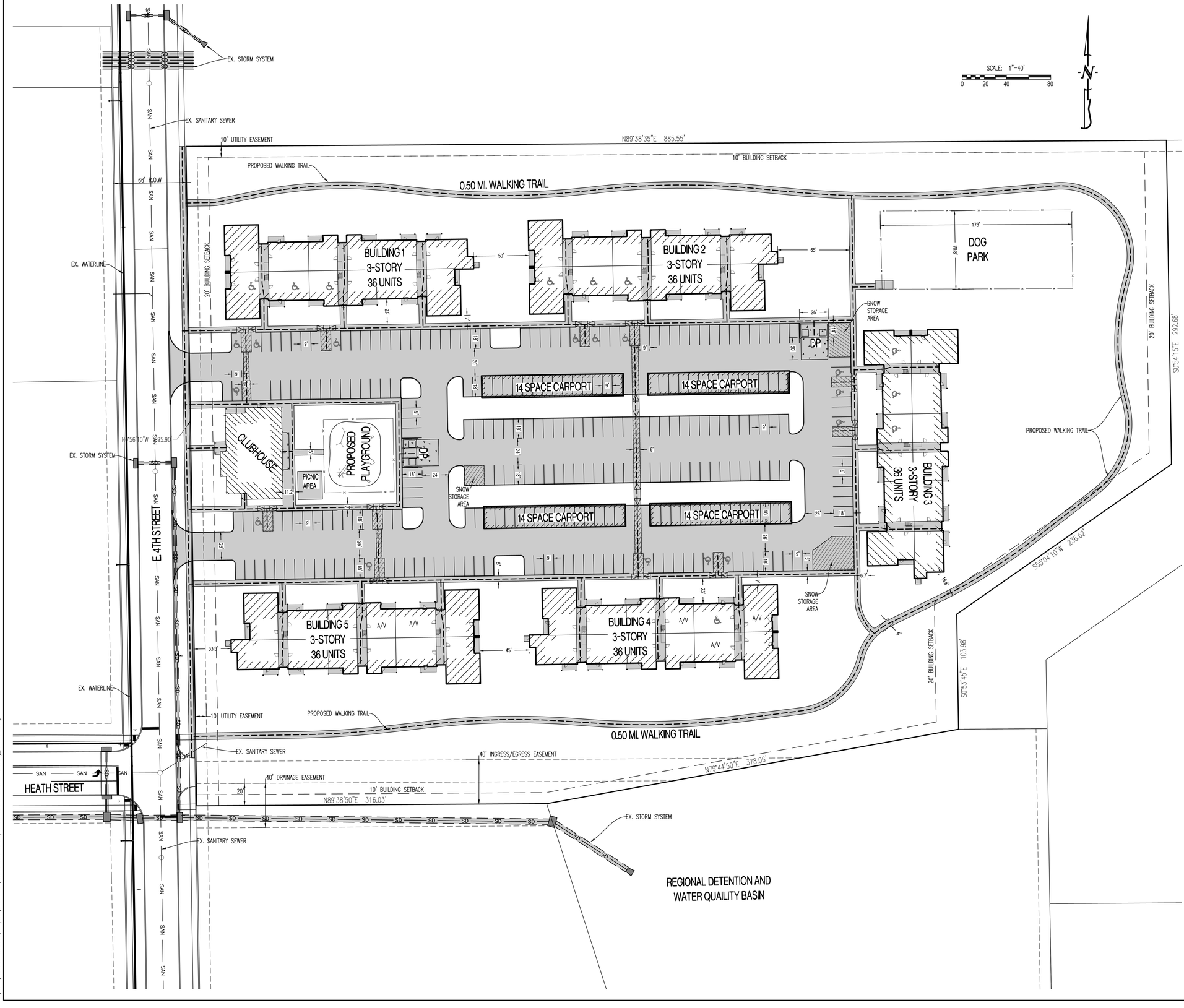
Thence **North 00°56'11" West, 659.05 feet** along said East Right-of-Way Line to the Northwest Corner of Parcel G, as recorded in Document #2008-10309, on file in the Black Hawk County Recorder's Office, Waterloo Iowa;

Thence **North 89°38'37" East, 1032.27 feet** along the North Line of said Parcel G to a Corner thereof;

Thence **South 65°43'46" East, 294.10 feet** along the North Line of said Parcel G to the Northeast Corner thereof;

Thence **South 00°54'13" East, 536.47 feet** along the East Line of the Northeast Quarter of the Southwest Quarter of said Section to the Point of Beginning.

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



SCALE: 1"=40'
0 20 40 80

N

CALCULATIONS:		
PARKING SUMMARY:		
USE – RESIDENTIAL(1.5 SPACE PER 180):		270 SPACES
SPACES PROVIDED:		282 SPACES
ADA ACCESSIBLE SPACES REQUIRED:		7 SPACES
ADA ACCESSIBLE SPACES PROVIDED:		15 SPACES
LAND AREA:		
TOTAL LAND AREA:		10.78 AC
LOT COVERAGES:	ACTUAL	
NET LAND AREA:	469,576 SQ.FT.	100%
TOTAL IMPERVIOUS SURFACE AREA:	195,887 SQ.FT.	42%
TOTAL OPEN SPACE:	273,689 SQ.FT.	58%

UNIT CALCULATIONS:

5 BUILDINGS WITH 36 UNITS PER BUILDING
1 BEDROOM UNITS = (12) UNIT/BUILDING = 60 TOTAL UNITS
2 BEDROOM UNITS = (15) UNIT/BUILDING = 75 TOTAL UNITS
3 BEDROOM UNITS = (9) UNIT/BUILDING = 45 TOTAL UNITS
180 TOTAL UNITS
DENSITY (180/10.77 ACRES) = 16.7 UNITS PER AC.

SEE ARCHITECTURAL PLANS FOR SQUARE FOOTAGES, AND SPECIFIC UNIT DETAILS.

LEGEND:

ACCESSIBLE PATHWAY

LEGAL DESCRIPTION:

LOT 1 OF THE NORTH CROSSING THIRD ADDITION FINAL PLAT LOCATED IN THE SW ¼ OF SECTION 12, TOWNSHIP 89 NORTH, RANGE 13 WEST, CITY OF WATERLOO, BLACK HAWK COUNTY, IA.

FLOOD PLAIN STATEMENT:

NO PART OF THIS TRACT IS LOCATED WITHIN THE 100-YEAR FLOODPLAIN AS PER THE CITY OF WATERLOO FIRM MAP #19013C0302F DATED 07/18/2011.

GENERAL NOTES:

1. SITE PLAN CREATED FOR IFA SUBMITTAL SECTION 5B
2. PARCEL CONTAINS APPROXIMATELY 10.78 ACRES.
3. PARCEL G, REC. DOC. #2008-10309
4. ZONING IS R-4, R-P
5. THIS TRACT IS NOT LOCATED IN THE 100-YEAR FLOOD PLAIN AS SHOWN BY FEMA FIRM MAP FOR CITY OF TROY, PANEL NUMBER 29113C0376D,, DATED 9/29/2010
6. THE MAXIMUM HEIGHT OF ANY BUILDING SHALL NOT EXCEED 48' PER CITY OF WATERLOO ORDINANCE.
7. ALL DRIVE, ROADWAY, AND ACCESS AISLES ARE SUBJECT TO FIRE DEPARTMENT APPROVAL AT THE TIME OF FINAL DESIGN.
8. STORM WATER DETENTION AND WATER QUALITY WILL NOT BE REQUIRED FOR THIS DEVELOPMENT. A REGIONAL OFF-SITE BASIN IS ALREADY SIZED TO HANDLE ADDITIONAL SITE RUNOFF.

UTILITY GENERAL NOTES:

1. CONTRACTOR TO COORDINATE ELECTRICAL DESIGN WITH LOCAL PROVIDER.
2. CONTRACTOR TO COORDINATE WITH THE CITY OF WATERLOO'S PUBLIC WORKS FOR SEWER & WATER CONNECTIONS, & TO ACQUIRE CITY'S SPECIFIC DETAILS AND STANDARDS IF APPLICABLE.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ACQUIRE ALL EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO RESTORE ANY DAMAGED OR BROKEN UTILITY TO ORIGINAL OR BETTER CONDITION.
4. ALL WATER MAINS AND SERVICE CROSSINGS SHALL BE BACKFILLED WITH GRANULAR AND/OR COMPACTED EARTH BACKFILL.
5. CONTRACTOR SHALL COORDINATE WITH OWNER AND LOCAL PROVIDERS FOR INSTALLATION OF UNDERGROUND FIBER OR COMMUNICATION WIRING.
6. CONTRACTOR TO PROVIDE DOWNSPOUT SPLASH BLOCKS TO ALL UNITS WITH DOWNSPOUT SPLASHED TO GRADE.
7. ALL FITTINGS, TEES, BENDS, ECT. SHALL BE MECHANICAL JOINT WITH APPROPRIATE RESTRAINTS.
8. INSTALL VERTICAL BENDS AS REQUIRED.
9. NO ON-SITE IRRIGATION IS DESIGNED OR PLANNED AT THIS TIME

PLANTING GENERAL NOTES:

1. ALL PLANT MATERIALS AND FINAL LANDSCAPE PLAN SHALL BE IN ACCORDANCE WITH THE LANDSCAPING GUIDELINES AND STANDARDS OF THE CITY OF WATERLOO
2. LANDSCAPING CONTRACTOR SHALL COORDINATE UTILITY LOCATES AND IDENTIFY ALL UNDERGROUND UTILITIES WITHIN THE LIMITS OF THEIR WORK AREA BEFORE ANY EXCAVATION MAY BEGIN.
3. SHRUB BEDS & TREE RINGS SHALL BE MULCHED WITH 3" OF DYED BROWN HARDWOOD MULCH.
4. LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR A PERIOD OF TWELVE MONTHS.
5. ALL PLANT MATERIALS MUST MEET THE SPECIFICATIONS OF THE AMERICAN ASSOCIATION OF NURSERYMEN.

REVISIONS:

NO.	DATE
ORIGINAL	05/20/2022

THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY

PRELIMINARY
(NOT FOR CONSTRUCTION)

TIMOTHY D. CROCKETT
IA LICENSE-20466

PREPARED BY:
CROCKETT ENGINEERING CONSULTANTS
1000 W. Nifong Blvd., Bldg 1
Columbia, Missouri 65203
(573) 447-0292
www.crockettengineering.com
Crockett Engineering Consultants, LLC

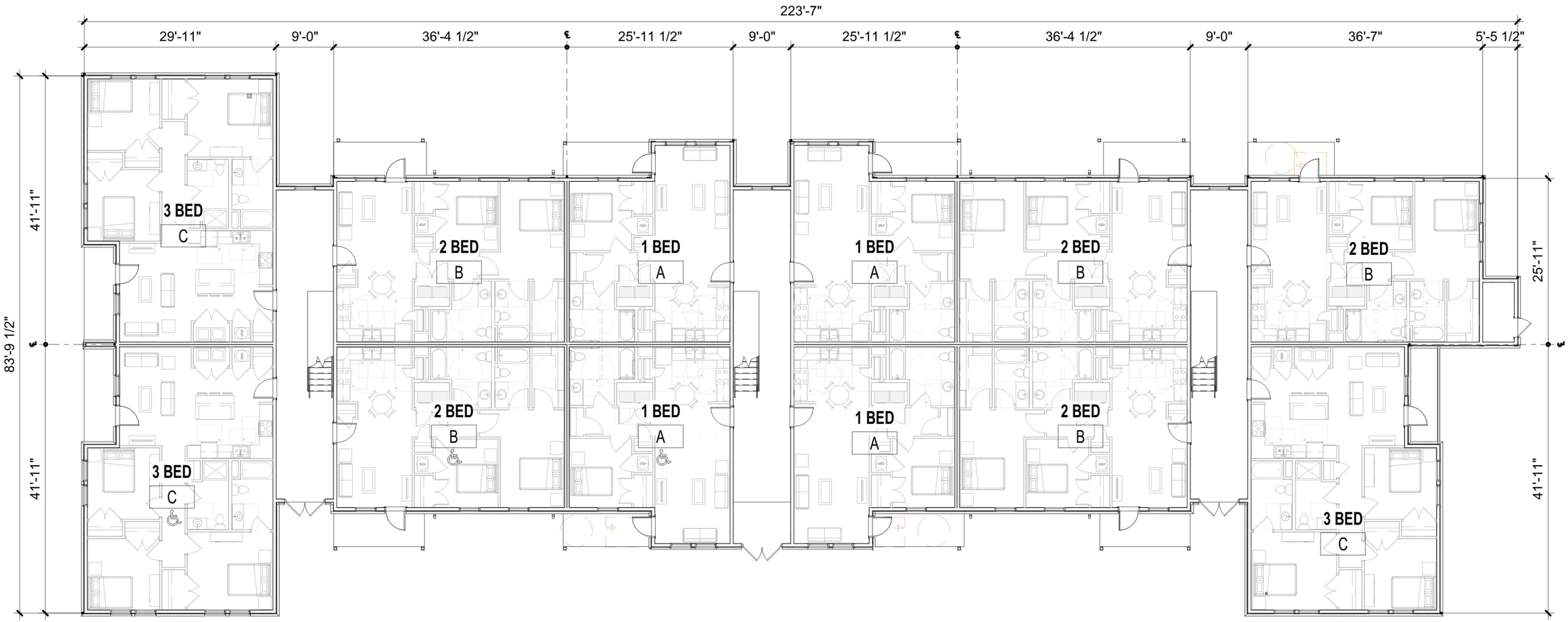
OWNER:
UNION DEVELOPMENT HOLDINGS, LLC.
409 MASSACHUSETTS AVENUE, SUITE 300
INDIANAPOLIS, IN 46204

UNION AT NORTH CROSSING
WATERLOO, BLACK HAWK COUNTY, IOWA

DRAWING INCLUDES:
SITE PLAN

DESIGNED:	KRM
DRAWN:	KRM
PROJECT NO.:	210651
SHEET:	C1

Y:\2021\210651 - Waterloo, IA\Civil\ACAD Files\Construction Plans\210651-Union at North Crossing_Site Plan.dwg



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

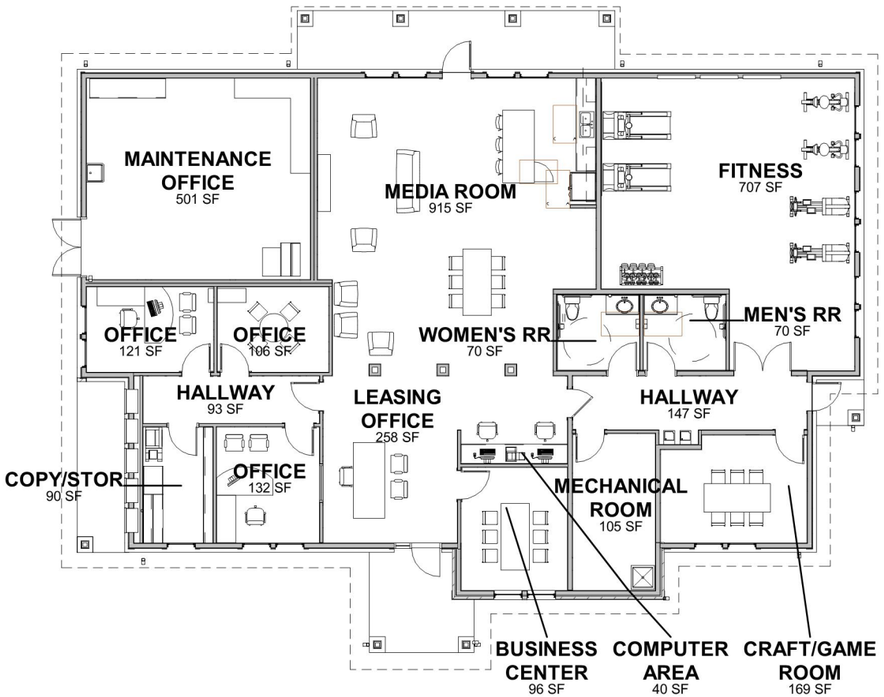
1/16" = 1'-0"

UNION AT NORTH CROSSING

IFA APPLICATION SUBMITTAL

05/20/2022

RQAW ARCHITECTURE



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"

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

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

319.291.4366

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

1. APPLICATION INFORMATION:

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

2. PROPERTY INFORMATION:

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.

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

The filing fee of **$200** (for new or overall amendment), $100 (for individual Building), or $0 (for minor change) (payable to the City of Waterloo) is required. **This fee is non-refundable**. Under no condition shall said sum or any part thereof be refunded for failure of said amendment to be enacted into law. Any major change in any of the information given will require that the request go back through the process, with a new filing fee. If the request is denied no new petition covering the same or portion of the same property shall be filed with or considered by the Planning, Programming, and Zoning Commission until four (4) months have elapsed from the date of denial by the Waterloo City Council. The undersigned certify under oath and under the penalties of perjury that all information on this request and submitted along with it is true and correct. All information submitted will be used by the Waterloo Planning, Programming, and Zoning Commission and the Waterloo City Council in making their decision. The undersigned authorize City Zoning Officials to enter the property in question in regards to the request.



5/18/22

Signature of Applicant Date

Signature of Owner Date

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

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.

City Council Meeting: 6/20/2022
Prepared: 6/8/2022

ATTACHMENTS:

	Description	Type
🗋	Demolition RFB Contract D-2022-07-05P	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Most of the properties were acquired through Iowa Code 657A, and have already been tested and abated for asbestos, and are now being demolished.
Data/Analysis and Strategies:	Nuisance Abatement and Economic Development, policy 1, 3 and 4.

Expenditure Required/Source of Funds: Unknown/Nuisance Abatement bonds or TIF bonds.

CITY OF WATERLOO, IOWA

Request for Bid

DEMOLITION AND SITE CLEARANCE SERVICES
[no regulated asbestos-containing materials (no RACM)]

July 2021

RFB Demolition and Site Clearance Services Contract D-2022-07-05P
928 Mulberry Street, 1526 E 4th Street, 1527 E 4th Street,
307 Sumner St, and 335 Sumner Street

City of Waterloo, Iowa

Prepared by the City of Waterloo Planning and Zoning Department

SECTION I
NOTICE OF REQUEST FOR BID

1.0 Receipt and Opening of Bid

The City of Waterloo is seeking sealed bids for the (Non-RACM) demolition, removal, disposal and site clearance of **928 Mulberry Street, 1526 E 4th Street, 1527 E 4th Street, 307 Sumner Street, and 335 Sumner Street.**

All bids must be received in a sealed envelope in the City Clerk's Office, Waterloo City Hall, 715 Mulberry Street, Waterloo, IA 50703 (date and time stamped) by Thursday July 7, 2022 at 1:00 p.m. (our clock), Central Time, in order to be considered. City Hall is located at 715 Mulberry Street, Waterloo, Iowa. Bids sent electronically or via facsimile will not be accepted. The mailing container should be marked as noted below, and include the name of the company submitting the bid.

1.1 RFB Timeline

Name of the Bid:	Demolition and Site Clearance Services (Non-RACM) Demolition Contract D-2022-07-05P
Notice of RFB Date:	June 16, 2022
Mandatory Walk Thru Date:	**There will not be a mandatory walk thru**
Deadline for Bid Submittal:	**Thursday July 7, 2022 at 1:00 p.m., Central Time**
Submit Sealed Bid to:	Address exactly as stated: SEALED RFB FOR DEMOLITION AND SITE CLEARANCE SERVICES - (NO-RACM) DEMOLITION CONTRACT D-2022-07-05P. City Hall City Clerk's Office 715 Mulberry Street Waterloo, IA 50703
Method of Submittal:	Mail or Overnight Delivery, In Person (**No** Electronic or Fax Submittals)
Contact Person, Title: **E-mail Address**:	Aric Schroeder, City Planner/Project Manager (City's Representative) aric.schroeder@waterloo-ia.org
Phone:	Phone: 319-291-4366

1.2 The City reserves the right to accept or reject any or all bids and to waive any informalities or irregularities in bids if such waiver does not substantially change the offer or provide a competitive advantage to any Bidder. The City reserves the right to defer acceptance of any

bid for a period not to exceed sixty (60) calendar days from the date of the deadline for receiving bids.

1.3 The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any bid responses that are received later than the date and time stated above. Late bids will be retained in the RFB file, unopened. No responsibility will be attached to any person for premature opening of a bid not properly identified.

1.4 **Bids will be opened on Thursday July 7, 2022, at 1:00 pm (our clock) Central Time in the second floor Council Chambers and will be streamed live on the City of Waterloo's YouTube Cannel.** The main purpose of this opening is to reveal the name(s) of the Bidder(s), not to serve as a forum for determining the award. **The awarding of the Contract is anticipated to be at the City Council meeting on Monday July 18, 2022.** The Waterloo City Council will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the project, and potentially award the Contract at 5:30 p.m. on July 18, 2022, in the Harold E. Getty Council Chambers in City Hall, 715 Mulberry Street. Any person interested may file written objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto with the City Clerk before the date set for said hearing, or appear and make objection at the hearing. Contact the City Clerk's Office at 319-291-4323 or clerks@waterloo-ia.org with questions about speaking at a public hearing.

1.5 Bids will be evaluated promptly after opening. After an award is made, a bid summary will be sent to all companies who submitted a bid. Bids may be withdrawn anytime prior to the scheduled closing time for receipt of bids; no bid may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

SECTION II
INSTRUCTIONS TO BIDDERS

2.0 The Bid shall include the attached Exhibit "A" signature page, properly completed. A company representative who is authorized to bind the company will sign on behalf of the company to indicate to the City that you have read all provisions of the RFB and agree to all terms and conditions, except as provided in paragraph 2.4 below. By making a Bid, the Bidder represents that they have examined the subject property. Any questions about the meaning or intent of the specifications must be submitted no later than seven days prior to the Deadline for Bid Submittal listed above. The City of Waterloo reserves the right to reject any or all bids, and to accept in whole or in part, the bid, which, in the judgment of the bid evaluators, is the most responsive and responsible bid.

2.1 **General Liability Insurance** with limits of liability of at least $1,000,000 per occurrence for Bodily Injury and Property Damage is required. At a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out their work. The Contractor shall provide certificate of insurance having the City of Waterloo as additional insured.

2.1.1 The City reserves the right to require increased liability limits, not to exceed Fifteen Million Dollars ($15,000,000) from bidders, should the

project represent an elevated hazard level to the City as determined by the Insurance Committee.

2.1.2 Commercial General Liability Insurance Policy, including but not limited to, insurance for premises construction operations (when applicable), contractual liability, completed operations with respect to liability arising out of the ownership, use, occupancy or maintenance of the premises and all areas appurtenant thereto, to afford protection with respect to bodily injury, personal injury, death or property damage of not less than One Million Dollars ($1,000,000) per occurrence combined single limit/Two Million Dollars ($2,000,000) general aggregate.

2.1.3 Comprehensive Automobile Liability Insurance Policy with limits for each occurrence of not less than One Million Dollars ($1,000,000) Combined Single Limit with respect to bodily injury, property damage or death.

2.1.4 Workers Compensation Insurance Policy or similar insurance in form and amounts required by law.

2.1.5 Coverage must be maintained by a financially stable carrier with a minimum AM Best rating of A- or above. It will be the outside party's responsibility to provide proof of their carriers rating.

2.1.6 The City of Waterloo, Iowa will be named as an additional insured with respect to all casualty insurance policies.

2.1.7 Certificate of insurance will be submitted to the City Clerk prior to commencement of the contract/agreement and shall include a thirty-day notice of cancellation provision.

2.1.8 If the outside party fails to perform any of its obligations under the City's Insurance and Policy Requirements, Waterloo reserves the right to either purchase the required insurance coverage and assess the cost directly to the outside party, or to declare the outside party's bid invalid.

2.2 Bonds

2.2.1 **A guarantee from each Bidder equivalent to five percent (5%) of the price is required.** The guarantee shall consist of a firm commitment, such as a bond, certified check, or other negotiable instrument acceptable to the City, as assurance that the Bidder will, upon acceptance of its bid, execute such contractual documents as may be required within the time specified.

2.2.2 **Successful Bidder will be required to furnish bond in an amount equal to one hundred percent (100%) of the Contract price and shall be issued by a responsible surety acceptable to the City.** The bond shall guarantee the faithful performance of the Contract and the terms and conditions therein contained, shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims and damages of any kind arising out of the performance of the Contract.

2.3 This Request for Bid does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of bids, or costs incurred in making necessary studies for the preparation of bids.

2.4 Important Exceptions to Contract Documents - The Bidder shall clearly state in the submitted bid any exceptions to, or deviations from, the minimum bid requirements, and any exceptions to the terms and conditions of this RFB. Such exceptions or deviations will be considered in evaluating the bids. Any exceptions should be noted on the Signature Page. Companies are

cautioned that exceptions taken to this RFB may cause their bid to be rejected. No additional exceptions shall be allowed after submittal of a bid.

2.5 Incomplete Information - Failure to complete or provide any of the information requested in this RFB, including references, and/or additional information as indicated, may result in disqualification by reason of "non responsiveness".

SECTION III
SPECIAL TERMS AND CONDITIONS

3.0 Term of Contract

3.0.1 **The initial term of the Contract shall be for three (3) months, anticipated to be from August 1, 2022 to October 31, 2022.**

3.0.2 A Contract, approved by the City Council and signed by the Mayor, shall become the document that authorizes the Contract to begin, assuming the insurance and bond requirements have been met. Each section contained herein, any addenda and the response (Bid) from the successful bidder, and all exhibits to the RFB shall also be incorporated by reference into the resulting Contract.

3.0.3 No price escalation will be allowed during the initial term of the Contract. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide documentation on the requested increase. The City reserves the right to accept or reject price increases, to negotiate more favorable terms, or to terminate (or allow to expire) without cost, the future performance of the Contract.

3.0.4 The total actual expenses shall not exceed the amount allowed by the project Contract, including any renewal extensions thereof, unless amended by written agreement.

3.1 Agreement Forms

3.1.1 After award, the Bidder will be required to enter into a written contract with the City that is substantially in the form attached hereto as Exhibit “C”.

3.1.2. Termination for Cause. In the event that Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in the Contract, and if such default remains uncured for a period of seven (7) days after notice thereof shall have been given by City to Contractor (or for a period of fourteen (14) days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 14-day period and thereafter Contractor fails to diligently and continuously prosecute the same to completion within such 14-day period), then City may declare that Contractor is in default under the Contract.

3.1.3 Termination for Convenience. The Contract may be terminated at any time, in whole or in part, upon the mutual written agreement of the parties. City may also choose to terminate the Contract at any time by delivering to Contractor 10-days’ advance written notice of intent to terminate.

3.1.4 Remedies. If Contractor is in default of the Contract and has not cured said default as set forth in Section 3.1.2 above, the City may take any one or more of the following steps, at its option:

3.1.4.1 by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants under the Contract, or enjoin any acts or things which may be unlawful or in violation of the rights of the City under the Contract, or obtain damages caused to the City by any such default;

3.1.4.2 have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;

3.1.4.3 declare a default of the Contract, make no further disbursements, and demand immediate repayment from Contractor of any funds previously disbursed under the Contract;

3.1.4.4 terminate the Contract by delivering to Contractor a written notice of termination; and/or

3.1.4.5 take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor under the Contract, including but not limited to the recovery of funds.

3.1.4.6 No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that City prevails against Contractor in a suit or other enforcement action under the Contract, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by City.

3.2 Terms of Payment

3.2.1 Invoices for services authorized under this Contract shall be submitted as "lump sum" after services are delivered and accepted, although the city may, at the city's sole option, provide partial payment for partial work completed.

3.2.2 For accounting purposes, all invoices shall contain a sufficient level of detail regarding all services provided and allowable expenses incurred, and submitted to the City with supporting documentation by e-mail or US mail to: **Attn: City of Waterloo Planning and Zoning Department, 715 Mulberry Street, Waterloo, IA 50703**.

3.2.3 City has the right, at its discretion, to deny payment for any work by any Contractor if the total actual expenses exceed the amount allowed by the project Contract, including any renewal extensions thereof. The Contractor is not obligated to continue performance of services under this Agreement or otherwise incur costs in excess of the total actual expense allowed unless an amendment to the Contract is approved, and the City notifies the Contractor, in a written amendment, of the City's acceptance of the revised total actual expense allowed.

3.2.4 All work is to be done in strict compliance with this RFB and Demolition Specifications attached as Exhibit "B". The City may withhold payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the Contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

SECTION IV
SERVICE REQUIREMENTS

4.0 Background

The City of Waterloo, Iowa, is seeking bids for demolition and site clearance services (no-RACM) for: **928 Mulberry Street, 1526 E 4th Street, 1527 E 4th Street, 307 Sumner Street, and 335 Sumner Street.**

4.1 Scope of Work

The City of Waterloo is seeking a qualified demolition contractor to demolish the structures and clear the site. The Bidder understands and agrees that demolition and debris removal in the

most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of the Contract in the shortest time possible.

The services to be performed under this Contract shall consist of the work described in the separate "Demolition Specifications" document (attached Exhibit "B") and shall be performed according to the standards set forth therein and herein. Any reference in this RFB to "this specification" shall include such Demolition Specifications. Bidder shall be responsible to familiarize itself with the specifications and to make a personal examination of the job site(s) and the physical conditions that may affect its performance under the Contract.

This Contract includes five properties, including: 928 Mulberry Street (a two story single family home), 1526 E 4th Street (a one and a half story single family home), 1527 E 4th Street (a one story single family home), 307 Sumner Street (a two story single family home), and 335 Sumner Street (a two story single family home). **Please note**: All properties have been, or will be abated for asbestos containing material (ACM). 335 Sumner Street has not yet been abated, but is under contract to be abated of ACM. A notice to proceed will not be issued for this property until ACM abatement is complete, which is anticipated to be completed before, or shortly after award of Contract.

4.2 Silence of Specifications – Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification that affects the performance or integrity of the service being offered shall be addressed in writing and submitted with the Bid.

SECTION V
METHOD OF EVALUATION

5.0 Contract Award - Any Contract award(s) made by the City of Waterloo is subject to prior approval by the City of Waterloo City Council.

5.0.1 Award of Contract shall be made to the most responsible and responsive bid from a Company whose bid offers the greatest value to the City with regard to the criteria detailed and the specifications set forth herein. The City may select a Bidder based on an "all or none" bid, on individual responses, or as is otherwise deemed to be in the best interest of the City.

5.1 Financial Terms will not be the sole determining factor in the award. To determine the award, the City will award a contract to the Bidder offering services and experience that best represents the overall value to the City.

5.2 Bid Evaluation Procedures

5.3.1 Each bid will be evaluated based on experience and the evaluators' judgment of how well the bid addresses the City's requirements. Each prospective company is assured that any bid submitted will be evaluated using the best available information and without any forgone conclusions.

5.3.2 Consideration will also be given to solicited written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of each bid.

5.3 A Bidder's submission of a bid constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.

5.4 Following the evaluation process, the award process is as follows:

5.5.1 The evaluators shall determine which bidder has submitted the best bid using the criteria set forth above, and make its recommendation to the City Council.

5.5.2 The City Council considers a resolution awarding the Contract and authorizing the Mayor to execute the Contract on behalf of the City. **Note**, no Contract shall be deemed to be created and exist unless and until the City Council adopts a resolution awarding the Contract and authorizes the Mayor to sign the Contract.

5.5.3 The Mayor executes the Contract.

SECTION VI
GENERAL TERMS AND CONDITIONS

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word CITY refers to the CITY OF WATERLOO, IOWA throughout these Instructions and Terms and Conditions. Similarly, PROPOSER refers to the person or company submitting an offer to sell its goods or services to the CITY, and CONTRACTOR refers to the successful bidder.

2. **PROPOSER QUALIFICATIONS** - No Proposal shall be accepted from, and no Contract will be awarded to, any person, firm or corporation that is in arrears to the City upon debt or Contract, that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in this Request for Proposal.

3. **SPECIFICATION DEVIATIONS BY THE PROPOSER/ OFFEROR** - Any deviation from this specification MUST be noted in detail, and submitted in writing in the Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.

4. **COLLUSIVE PROPOSAL** - The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same Contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.

5. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Proposal documents shall be through written addendum. Verbal information obtained otherwise will **NOT** be considered in awarding of Proposals.

6. **PROPOSAL CHANGES** - Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal opening, will be void regardless of when they were mailed.

7. **HOLD HARMLESS AGREEMENT** - The Contractor agrees to protect, defend, indemnify and hold harmless the City of Waterloo, its officers and employees, their agencies and agents, from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this Contract.

8. **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** - The City reserves the right to reject any or all Proposals. The City further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the City.

9. **PROPOSAL CURRENCY/LANGUAGE** - All proposal prices shall be shown in US Dollars ($). All prices must remain firm for the duration of the Contract regardless of the exchange rate. All proposal responses must be submitted in English.

10. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 45 days and on receipt of an original invoice and all necessary supporting documentation.

11. **MODIFICATION, ADDENDA & INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the

Proposal opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the Contract documents and shall be acknowledged and dated on the signature page.

12. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.

13. **SUBCONTRACTING** - No portion of this Proposal may be subcontracted without the prior written approval by the City.

14. **ELECTRONIC SUBMITTAL** - Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal either by airfreight, postal service, or other means.

15. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

16. **ASSIGNMENT** - Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the City. Any assignment or attempt at assignment made without such consent of the City shall be void.

17. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of age, race, color, religion, sex, sexual orientation, gender identity, marital status, national origin, citizenship status, disability, or veteran status.

18. **TAXES** - The City of Waterloo is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

19. **PROPOSAL INFORMATION IS PUBLIC** – All documents submitted with any proposal and the proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Waterloo in connection with a proposal, the submitting party recognized this and waives any claim against the City of Waterloo and any of its officers and employees relating to the release of any document or information submitted.

    Each submitting party shall hold the City of Waterloo and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Waterloo arising from any proposal opportunity.

EXHIBIT "A"

SIGNATURE PAGE

The undersigned Proposer/Bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that they will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that they will furnish all required services and pay all incidental costs in strict conformity with these documents for the stated process as payment in full.

Our bid, for demolition and site clearance of the sites are, not to exceed:

928 Mulberry Street	**$**
1526 E 4th Street	**$**
1527 E 4th Street	
307 Sumner Street	
335 Sumner Street	**$**
Total	**$**

Total in written form: _____

The correct summation of the actual bid tabulation figures will supersede the listed total.

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print) _____

Authorized Representative Signature _____

Date : _____ Email: _____

Phone: _____ Fax: _____

EXCEPTIONS/DEVIATIONS to this Request for Proposal shall be listed in writing on an attached document provided by the Bidder. Please be as specific as possible. Please check one:

____ Our company has **no** exceptions/deviations.
____ Our company **does** have exceptions/deviations which are listed on an attached document.

GENERAL INFORMATION. Freight and/or delivery charges, if any, shall be included in the price.

FIRM PRICING. Offered prices shall remain firm for a minimum of sixty (60) days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the Contract.

ADDENDA (It is the Bidder's responsibility to check for issuance of any addenda). The authorized representative herby acknowledges receipt of the following addenda:

Addenda Number _____ Date _____ Addenda Number _____ Date _____

☐ We choose not to bid at this time but would like to be considered for future requests for bid

EXHIBIT "B"

CITY OF WATERLOO
DEMOLITION SPECIFICATIONS
DEMOLITION AND SITE CLEARANCE SERVICES – (NO-RACM) DEMOTION
CONTRACT D-2022-07-05P

928 Mulberry Street, 1526 E 4th Street, 1527 E 4th Street, 307 Sumner Street, and 335 Sumner Street

PART 1 - GENERAL

1.01 CITY REPRESENTATIVES

The City's Representative for this project is: Aric Schroeder, City Planner/Project Manager.

1.02 DESCRIPTION OF WORK

Unless directed otherwise in the Contract Documents or by the Project Manager, the Contractor shall:

A. Remove and properly dispose of **all trees** (except for street trees within the street right-of-way), structures, cement slabs, and driveways, trash, rubbish, basement walls, floors, foundations, steps, planters, retaining walls, fences, wells, cisterns, landscape features such as pools and waterers and concrete or asphalt flatwork such as sidewalks (excluding public sidewalks in street right-of-way), driveways, and the like from the specified property.

B. Properly deal with any fuel tanks, outdoor toilets and septic tanks, cisterns, meter pits, and plug or abandon wells in accordance with standards prescribed in Part 2.

C. Remove the materials from the demolition site in accordance with federal, state and local regulations.

D. Remove and dispose of appliances and other items that may contain refrigerants in accordance with 40 CFR, Part 82. Appliances and other items that may contain refrigerants include, but are not limited to, refrigerators, freezers, dehumidifiers and portable or central air conditioners.

E. Remove and legally dispose of mercury-containing materials including fluorescent, high-pressure sodium, mercury vapor, metal halide light bulbs, and thermostats containing a liquid filled capsule. PCB-containing materials include capacitors, ballasts, and transformers where the component is contained within a metal jacket and does not have a specific, legible label stating no PCBs are present.

F. Disconnect all utility services before demolition per Section 2.07.

G. Perform site clearance, grading, restoration and erosion control.

H. Complete the demolition work in accordance with the plans and these technical specifications.

1.03 PROTECTION OF THE PUBLIC AND PROPERTIES

A. Littering Streets

1. The Contractor shall be responsible for removing any demolition debris or mud from any street, alley or right-of-way resulting from the execution of the demolition work. Any cost incurred by the City in cleaning up any litter or mud shall be charged to the Contractor and be deducted from funds due for the work.

2. Littering of the site shall not be permitted.

3. All waste materials shall be promptly removed from the site.

B. Street Closure

1. If it should become necessary to close any traffic lanes, it shall be the Contractor's responsibility to acquire the necessary obstruction permits and to place adequate barricades and warning signs as required by the City.

2. Street or lane closures shall be coordinated with the appropriate City authority.

C. Protection of the Public by the Contractor. A temporary fence shall be erected around all excavation, dangerous building(s) or structure(s) to prevent access to the public unless the City's Project Manager determines that the site is sufficiently secure without fencing. Such fence shall be at least four feet high, consistently restrictive from top to grade, and without horizontal openings wider than two inches. The fence shall be erected before demolition and shall not be removed until the hazard is removed.

D. Noise Pollution: All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The Contractor shall comply with any noise pollution requirements of the City.

E. Dust Control: The Contractor shall comply with applicable air pollution control requirements of the City's Representative. The Contractor shall take appropriate actions to minimize atmospheric pollution, and toward that objective the City's Representative shall have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne. Such reasonable precautions shall include, but not be limited to:

1. The use of water or chemicals for control of dusts in the demolition of existing buildings or structures, construction operations, the grading of roads, or the clearing of land.

2. Covering, at all times when in motion, open-bodied trucks transporting materials likely to give rise to airborne dusts.

F. Requirements for the Reduction of Fire Hazards

1. Removal of Material: Before demolition of any part of any building, the Contractor shall remove all volatile or flammable materials, such as gasoline, kerosene, benzene, cleaning fluids, paints or thinners in containers, and similar substances.

2. Fire Extinguishing Equipment: The Contractor shall be responsible for having and maintaining the correct type and class of fire extinguisher on site. When a cutting torch or other equipment that might cause a fire is being used, a fire extinguisher shall be placed close at hand for instant use.

3. Fires: No fires of any kinds will be permitted in the demolition work area.

4. Hydrants: No material obstructions or debris shall be placed or allowed to accumulate within fifteen feet of any fire hydrant. All fire hydrants shall be accessible at all times.

5. Debris: Debris shall not be allowed to accumulate on roofs, floors, or in areas outside of and around any structure being demolished. Excess debris and materials shall be removed from the site as the work progresses.

G. Protection of Utilities: The Contractor shall not damage existing fire hydrants, streetlights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities, or other appurtenances in the vicinity of the demolition sites. The Contractor shall pay to repair or replace any damaged utilities. The Contractor shall pay for temporary relocation of utilities, which are relocated at the Contractor's request for his convenience. All below-ground utilities that are abandoned as a result of demolition shall be terminated at least two (2) feet below the finish grade of the site.

H. Protection of Adjacent Property

1. The Contractor shall not damage or cause to be damaged any public right-of-way, structures, parking lots, drives, streets, sidewalks, utilities, lawns or any other property adjacent to parcels released for demolition, even if an adjacent property is scheduled for future demolition. The Contractor shall pay to repair or replace any such damage. The Contractor shall provide such sheeting and shoring as required to protect adjacent property during demolition. Care must also be taken to prevent the spread of dust and flying particles.

2. The Contractor shall restore existing agricultural drain tiles or roadway sub drains that are cut or removed, including drainable backfill, to original condition. Repairs shall be subject to approval by the property owner where applicable, and by the City's Representative.

1.04 RISK OF LOSS

A. The Contractor shall accept the site in its present condition and shall inspect the site for its character and type of structures to be demolished. The City assumes no

responsibility for the condition of existing buildings, structures, and other property within the demolition area, or the condition of the property before or after the solicitation for proposals. No adjustment of proposal price or allowance for any change in conditions that occur after the acceptance of the lowest responsible, responsive proposal will be allowed.

B. The Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered under the scope of work shall be at the sole risk of the Contractor. The Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc. which may arise from its handling of materials not covered by the scope of the work.

1.05 PROPERTY OWNERSHIP

A. Title: The property addresses will be included in the Contract Documents. Following execution of the Contract, and upon issuance of Notice to Proceed with respect to a given property, for the work of demolition and site clearance on all or any part of the demolition area referenced in the Notice to Proceed, all rights, title, and interest of the City in and to buildings, structures, fixtures and other personal property to be demolished and/or removed by the Contractor on part or all of said project area as described in the Contract Documents and Contract addenda thereto, shall be deemed to be vested in the Contractor. All materials are to be removed and disposed of or salvaged in conformance with these specifications.

B. Land: No property rights, title, or interest of any kind whatsoever, in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the Contractor, or any other person or persons, except only the license and right of entry to remove such buildings and structures in strict accordance with the Contract Documents. Contractor shall not use the land or premises, or allow any other party to use the land or premises, for any purpose other than activities in direct support of the demolition.

1.06 VACATING OF BUILDINGS

The structures identified in the Contract Documents shall be vacated before a Notice to Proceed is issued and the Contractor begins work. In case the Contractor finds that any structure is not vacated, the Contractor shall immediately notify the City's Representative and shall not begin demolition or site clearance operations on such property until further directed by the City's Representative. The Contractor's responsibility for such buildings will not begin until the City's Representative issues a subsequent Notice to Proceed with Demolition Order. No claim for extension of time or increase in price will be considered because of occupancy of any buildings. In case such occupancy is prolonged, the City reserves the right to delete the structure from the work.

1.07 PERMITS AND FEES

The Contractor shall obtain all the necessary permits and pay all permit fees that are required by the City or any other governmental authority in conjunction with the demolition work. The Contractor shall obtain a demolition permit issued by the City of Waterloo Building Inspections Department, which fee will be waived for demolition of City property.

1.08 MEASUREMENT AND PAYMENT

A. Demolition Work: The Contractor shall be paid the lump sum price for demolition at each site as indicated in the proposal and as approved by the City, and this payment will be full compensation for removal of buildings, building materials, contents of buildings, appliances, incidental demolition debris, basement walls, foundations, steps, private sidewalks, driveways, and trees from the site; disconnection of utilities; furnishing and compaction of backfill material; grading of disturbed areas; erosion control and seeding; placing and removing safety fencing; collapsing of septic tanks and cisterns; capping of wells; and other work as necessary to complete the project. All such work shall be performed in accordance with standards prescribed in Part 2

B. Incidental Items: The Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction, charges, levies, fees, permits and other expenses necessary to complete this work according to the plans and specifications.

PART 2 -EXECUTION

2.01 DEMOLITION SCHEDULE

The Contractor shall complete the Project in an expeditious manner and shall commence work in a timeline consistent with the term of the Contract after being notified by the City with a Notice to proceed on any given property or properties. The Contractor shall be responsible for providing the City's Representative with a minimum of 24 hours advance notification prior to commencing demolition activity with respect to any property. The site shall be completely fenced and secured when left unattended. If Contractor is prevented from timely completing the work because of circumstances beyond the Contractor's reasonable control as determined by the City, the time for completion of the work will be tolled for a period of time equivalent to the stoppage resulting from such circumstances. The Contractor does hereby expressly acknowledge and agree that **time is of the essence** of this Contract, and, thus, failure by the Contractor to timely render and perform services hereunder shall constitute a material breach of the Contract.

2.02 SALVAGE OF DEMOLITION MATERIALS

The Contractor shall be allowed to salvage materials from any property on this project. No salvaging shall occur on the property until after the City of Waterloo has issued a Notice to Proceed for the property. The Contractor shall assume all expense, risk, and liability for salvaging. It is preferred that the Contractor remove items to be salvaged from the premises to the Contractor's premises or other private lands for pick up by other individuals or entities. If the Contractor intends to allow any other individuals or entities to enter the property on this project to perform salvaging, the Contractor shall only do so after obtaining from the third-party salvager a certificate of insurance for general liability with limits of liability of at least $1,000,000 per occurrence for Bodily Injury and Property Damage. For entities with employees, it shall include Workers Compensation and Employers Liability Insurance meeting the requirements of the Iowa Workers Compensation Law covering all of the entity's employees carrying out their work. The Contractor and the City of Waterloo, Iowa, its officers

and employees, shall be named as additional insured on the third-party salvager's general liability insurance policies and certificates of insurance

2.03 DEMOLITION AND REMOVALS

A. Structural Parts of Buildings

1. No wall or part thereof shall be permitted to fall outwardly from any building except through chutes or by other controlled means or methods, which will ensure safety and minimize dust, noise and other nuisance.

2. Any part of a building, whether structural, collateral, or accessory, which has become unstable through removal of other parts, shall be removed as soon as practicable and no such unstable part shall be left free-standing or inadequately braced against all reasonably possible causes of collapse at the end of any day's work.

B. Basements and Foundation Walls: Cement slabs and footings or foundations of structures without basements are to be completely removed. All concrete basements, footings, slabs of basementless structures and floors, including that of garages, are required to be completely removed and shall be broken up and removed. The basement area is to be inspected and approved by the City's Representative before backfilling is started. Failure to obtain approval may result in re-excavation of the basement area at the Contractor's expense. The City cannot provide verification regarding the area of the basements, but the Black Hawk County Assessor's detailed reports do provide indication for presence of basements and approximate areas.

C. Concrete Slabs: The Contractor shall remove all concrete slabs, asphalt, surface obstructions, masonry slabs and appurtenances, unless otherwise directed.

D. Signs and Landscape Structures: Landscape structures, retaining walls, or signs must be removed with the project. The Contractor shall employ hand labor or other suitable tools and equipment necessary to complete the work without damage to adjacent public or private property. Where such structures are removed, the area shall be graded to match adjacent natural grade levels or as directed by the City's Representative. The cost of removal of any such structures is incidental and shall be included in the lump-sum bid for demolition. Where such retaining walls or curbs are removed, the embankment shall be graded to a slope of not greater than 3:1 horizontal to vertical, or as directed by the City's Representative.

E. Fences: Fences, guardrails, bumpers, clotheslines, and similar facilities shall be completely removed from the site, except fences on the apparent boundary between a Contract parcel and an improved non-Contract parcel shall not be removed unless specifically stated in the special provisions. All posts for support shall be pulled out or dug up so as to be entirely removed.

F. Partially Buried Objects: All piping, posts, reinforcing bars, anchor bolts, railings and all other partly buried objects protruding from the ground shall be removed. The remaining void shall be filled with soil and compacted in accordance with these specifications.

G. Vegetation: The Contractor shall remove all trees, and such other stumps, bushes, vegetation, brush and weeds, whether standing or fallen. The Contractor shall protect any trees on adjacent

property from damage by the demolition operation. In the event that the Contractor damages an adjacent property tree, it shall be repaired or removed and replaced by the Contractor as directed by the City's Representative.

H. Fuel Tanks: Fuel tanks, above or below ground, shall be carefully removed and disposed of in a safe manner in accordance with the State Fire Marshal's regulations and those of the Iowa Department of Natural Resources.

1. Fuel tanks, above or below the ground, or tanks which have been used for storage of gasoline, kerosene, benzene, oils or similar volatile materials shall be carefully removed and disposed of in a safe manner.
2. All other tanks or receptacles shall be pumped out or emptied in a safe manner, and then shall be flushed out immediately with water, carbon dioxide or nitrogen gas until they are gas-free when checked with a "Explosimeter" or another equally efficient instrument, before the work of removal is begun. Checking with the "Explosimeter" shall be done in the presence of the City's Representative by competent personnel.

I. Outdoor Toilets and Septic Tanks: Outdoor toilets and septic tanks shall be pumped out by a licensed company. The toilet building shall be demolished and removed from the site. After cleanout or removal of structures, outdoor toilets, septic tanks, cisterns and meter pits shall be collapsed so they will not hold water and filled with dirt. Any excavations shall be backfilled and compacted in accordance with these specifications.

2.04 WELL PLUGGING AND ABANDONMENT

If applicable, all drilled wells shall be plugged and abandoned in accordance with Iowa Code § 455B.190 and Iowa Administrative Code title 567, chapter 39. An Iowa Department of Natural Resources, Abandoned Water Well Plugging Record shall be filed upon completion of the well abandonment. All sand point wells shall be pulled out of the ground, or if unable to be pulled, shall be plugged in accordance with Iowa Code.

2.05 DISPOSAL OF DEMOLITION DEBRIS AND SOLID WASTE

A. Acknowledgement: The Contractor acknowledges, represents and warrants to the City that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all applicable guidelines, requirements, laws, regulations, of any federal, state or local agencies or authorities. The Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered under the scope of work or not in compliance with these specifications shall be at the sole risk of the Contractor. The Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by the scope of work or not in compliance with these specifications.

B. Debris: All materials and incidental demolition debris shall be removed from the demolition area leaving the demolition area free of debris. Any cost incurred by the City in cleaning up such materials and debris left behind shall be deducted from funds due the Contractor under the Contract.

C. **Tires, Household Hazardous Waste, White Goods and Electronics:** Tires, household hazardous waste (HHW) (which includes propane tanks, paint, pesticides and other materials that are restricted items for disposal in municipal landfills), white goods (which include household appliances such as washers, dryers, refrigerators, stoves, dishwashers, heaters, hot water heaters, etc.) and electronics (e-waste) will be first segregated from the structures and transported to an appropriate disposal site. The Black Hawk County Landfill will not accept HHW, so an alternative disposal site must be proposed. These wastes may be segregated in the field and hauled in concentrated loads. The Contractor shall visit the site to determine the number of tires that have been abandoned on site. If any additional tires are deposited on site prior to commencing demolition activity, the Contractor shall immediately notify the City's Representative of the quantity of additional tires so a change order can be prepared for additional removal. A change order will only be considered if the Contractor identified the number of abandoned tires on the site in the bid tabulation.

D. **Disposal of Demolition Debris and Solid Waste:**

1. All debris and solid waste shall be delivered by the Contractor to the Black Hawk County Landfill. The Contractor shall be responsible to pay all fees for waste disposal. The Contractor shall submit to the City's Representative copies of all disposal tickets for entire project. The cost of all disposal fees shall be considered incidental to the demolition and shall be included in the lump sum bid for demolition.

2. All loads shall be secured while in transit, and all trucks used for disposal shall have a solid metal tailgate. Tarps and netting shall be used to prevent loss or dispersal of debris during transit and to minimize the threat of harm to the general public, private property and public infrastructure.

E. **Asbestos Abatement:** The structures have been tested and have been or will be abated for asbestos containing materials (ACM). The property at 335 Sumner Street has not yet been abated, but is under contract to be abated of ACM. A notice to proceed will not be issued for this property until ACM abatement is complete, which is anticipated to be completed before, or shortly after award of Contract.

F. **Freon Removal and Disposal:** The handling of Freon-containing appliances is subject to all applicable state and federal mandates and regulations. The Contractor shall be responsible for the identification and removal and disposal of the material in accordance with applicable regulations. All costs associated with said removal and disposal shall be considered incidental and shall be included in the lump sum bid for demolition.

G. **PCB and Mercury Removal and Disposal:** The handling of any fluorescent lighting fixtures and ballasts containing PCB or mercury is subject to all applicable state and federal mandates and regulations. The Contractor shall be responsible for the removal and disposal of the material in accordance with applicable regulations. All costs associated with said removal and disposal shall be considered incidental and shall be included in the lump sum bid for demolition.

2.06 BACKFILL, GRADING, AND CLEAN UP

A. **Backfill:** When site conditions permit, as determined by the City's Representative, soil shall be used as backfill material. Excess excavation materials shall be removed from the site. Any borrow or fill material shall be approved by the City's Representative before and during the placing of the material. All depressions on the property shall be filled, compacted, and graded to a uniform slope with adequate drainage.

B. **Compaction:** All excavations shall be backfilled with acceptable material and compacted. The Contractor shall notify the City's Representative twenty-four hours in advance of placing any backfill. All backfill shall be adequately compacted so as to minimize soil settling.

C. **Additional Fill Material:** All additional fill material shall be of equal quality to the soil adjacent to the excavation, and free of rubble or organic matter. There shall be no payment for additional fill material, which shall be considered incidental to the demolition and shall be included in the lump sum bid for demolition.

D. **Hand Labor:** The Contractor shall employ hand labor where the use of power machinery is unsafe or unable to produce a finished job. Hand labor shall also be used to clean the site and adjacent public right-of-way of any debris.

E. **Grading:** The site shall be graded to conform to all surrounding areas and shall be finished to have a uniform surface that shall not permit ponding of water. The Contractor shall grade and shape the site to drain, complete final clean up and erosion control as part of the lump sum price for demolition.

F. **Final Cleaning Up:**

1. Before acceptance of the demolition work, the Contractor shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the Contractor may have created on private property, and leave the right-of-way in a neat and presentable condition. The Contractor shall not make agreements that allow salvaged or unused material to remain on public or private property at or adjacent to the project area. All ground occupied by the Contractor in connection with the work shall be restored. Restoration shall include grading and erosion control (seeding) that meets applicable standards and regulations.

2. On demolition sites where erosion control will be delayed because of the allowable seeding dates, the Contractor shall complete grading and shaping of the site to leave the site in a neat and presentable (mowable) condition subject to the approval of the City's Representative. Erosion control shall include preparation of the seedbed, furnishing and installing seed, fertilizer, and straw mulch.

3. Final cleaning up shall be subject to approval of the City's Representative and in accordance with applicable regulations. All pieces, parts, scraps, debris, rubbish, wood or organic materials from demolition activities shall be cleaned up and removed from the premises. Final cleanup after a structure is demolished shall include complete and thorough removal from the premises of all parts or pieces of the building, its contents

and its furnishings, including all debris, organic materials, rubbish, wood, concrete and masonry rubble. All hazardous open pits and recesses shall be filled with thoroughly tamped earth or mortar, whichever is completely required to eliminate the hazard.

2.07 UTILITY DISCONNECTIONS

The Contractor shall be responsible for coordinating with public and private utility companies for disconnection of services, including, but not limited to, water, sewer, electricity, natural gas, cable television, phone and internet.

A. Sanitary Sewer Service Disconnection: All sanitary sewer services shall be disconnected before demolition work begins and plugged in conformance with requirements of the City. The Contractor shall not backfill the area prior to inspection by the Waterloo Building Inspections Department. Contractor may contact the Waterloo Building Inspections Department for requirements to comply with this specification.

B. Water Service Disconnection: All water services and stubs for the buildings or properties within the demolition work shall be disconnected before demolition work begins in conformance with the requirements of the City. The Contractor shall not backfill the area prior to inspection by Waterloo Water Works. Contractor may contact the Waterloo Water Works for requirements to comply with this specification.

C. Backfill and Compaction:

1. Streets: The Contractor shall backfill, compact as specified and patch the surface of all excavations made in streets according to the specifications of the Waterloo Engineering Department. Contractor shall contact the Waterloo Engineering Department for compliance with this specification.

2. Public Right-of-Way: All areas within the public right-of-way (including parking and sidewalk areas) shall be compacted and restored. Any sidewalk removed or damaged shall be replaced to the specifications of the Waterloo Engineering Department. Contractor shall contact the Waterloo Engineering Department for compliance with this specification.

2.08 EROSION CONTROL

During demolition activities, Contractor shall control off-site vehicle track out (stabilized entrance) and prevent sediment from reaching neighboring properties or drainage infrastructure. This can be accomplished through use of vegetative buffers, silt fence or wattles. All on site or adjacent storm water intakes shall be protected as needed. After demolition, all disturbed areas associated with the work shall be broadcast seeded and fertilized in order to prevent erosion. The following seed mixture shall be used:

40% Berkshire Hard Fescue
30% Treasure Chewing Fescue
30% Badger Creeping Red Fescue

Required application rate: 10 pounds per 1,000 SF.

Straw mulch is required and a 21-7-14 fertilizer at 3 pounds per 1,000 SF to be used after the seed has been applied. Once vegetation is established to stabilize the soil, the Contractor shall remove all temporary erosion control measures. City's Representative may approve alternate seeding blends that are deemed equally acceptable as determined by the City.

For any sites over one acre of disturbance:

1. All of the above requirements shall be met, and
2. Contractor shall develop a Storm Water Pollution Prevention Plan (SWPPP) and obtain necessary approvals/permits from the City and State.
3. Contractor shall contact the Waterloo Engineering Department for pre-disturbance inspection prior to land disturbance, and for post-disturbance inspection prior to permit closure.

2.09 SAFETY AND FENCING

A. Safety: The Contractor shall comply with all applicable current federal, state and local safety and health regulations.

B. Safety Fencing: The Contractor shall furnish and place a safety fence around the site of the work adequate to secure the demolition site, including any resulting debris or excavation, and to prevent pedestrian access. The fencing, including all materials, shall be considered incidental to the demolition. The safety fence shall remain in place until the demolished materials are removed from the site and all holes or excavated areas are backfilled. The fencing material shall remain the property of the Contractor.

2.10 AUTHORIZED WORKERS

Only the Contractor and its employees are allowed to demolish, dismantle, detach or dispose of any part of the demolition structure or its contents. Other individuals or entities that the Contractor intends to allow to salvage materials shall only be allowed on the premises after fully satisfying the insurance requirements specified in Section 2.02 above.

2.11 DAILY CLEAN UP OF RIGHT-OF-WAY AND PRIVATE PROPERTY

At the end of each workday, the Contractor shall clean sidewalks, streets, and private property of any debris caused by the demolition operation.

2.12 RESERVED

2.13 EQUIPMENT

1. The Contractor shall be equipped with the normal tools of the trade and shall furnish all labor, tools, and other items necessary for and incidental to executing and completing all required work.

2. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations, including, without limitation, all US DOT, Iowa DOT and safety regulations, and are subject to approval of the City. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.

3. Contractor shall submit copies of the landfill tickets generated during project to the Project Manager that identifies the disposal site (Black Hawk County Landfill – refer to 2.05 (D) Disposal of Demolition Debris and Solid Waste) to which the materials were delivered. Such tickets shall be required to process billing statements by the Contractor.

2.14 ARCHAEOLOGY

In the event that archaeological deposits (soils, artifacts and features, including cisterns, privies and the like), or other remnants of human activity are uncovered, or if archaeological deposits are found during demolition, the project will be halted immediately in the vicinity of the discovery, and the Contractor will take reasonable measures to avoid or minimize harm to finds. The Contractor will inform the Project Planner who will in turn notify the City. The City will then inform the State Historical Society of Iowa (SHSI) immediately. Work in the sensitive area cannot resume until a qualified archaeologist determines the extent of the discovery, consultations between SHSI are complete, and the City has been notified by SHSI to proceed.

2.15 PRICING

This is a unit price, lump sum contract; all bids, bid components and bid tabulations are on a "not to exceed" basis. Change orders, additions, deletions and any other changes in the scope of work, will take the form of written amendments mutually agreed to by Contractor and City. In the case of mathematical errors, transposition of figures and the like, actual bid tabulation totals will take precedence over summary bid figures.

2.16 PROPERTY DAMAGE

The Contractor shall be responsible for all damages to public and private property. The Contractor shall be responsible for having at least one person of authority and responsibility at the job site, and shall keep a report of all damage. If public or private property is damaged by the Contractor and is not repaired in a timely manner as determined by the City, the City has the option of having the damage repaired at the Contractor's expense to be reimbursed to the City, withheld from future payments of the Contractor, or paid from the performance bond.

2.17 SPECIAL PROVISIONS

None

Exhibit "C"

CONTRACT D-2021-11-03P
CONTRACT FOR DEMOLITION AND SITE CLEARANCE SERVICES

[No Regulated Asbestos Containing Materials (No RACM)] 928 Mulberry Street, 1526 E 4th Street, 1527 E 4th Street, 307 Sumner Street, and 335 Sumner Street

This Contract for Demolition and Site Clearance Services (no RACM) (the "Contract") is entered into as of July 18, 2022 by and between the City of Waterloo, Iowa ("City") and _____. ("Contractor").

In consideration of the mutual promises exchanged herein, the parties agree as follows:

1. Term and Services. For the period of August 1, 2022 thru October 31, 2022, subject to extension upon the mutual written agreement of the parties, the Contractor agrees to furnish all supervision, technical personnel, labor, materials, tools, machinery, services, and perform and substantially complete all work within the time period stated in the specifications after receipt of Notice to Proceed with respect to a given property or set of properties. Work to be performed includes all work described in the Contract Documents (defined below).

Contractor shall provide the above services at the cost set forth in Contractor's RFB response, except by written amendment as provided herein. Contractor's request for payment for services authorized under this Contract shall be submitted in accordance with the Contract Documents and will be paid within forty-five (45) days after receipt of an original invoice and after such services are delivered and accepted and all necessary supporting documentation is submitted. Contractor will be paid for all items satisfactorily completed. Such payment will be full compensation for all work performed, for all permits, licenses, inspections, for complying with all laws, rules, regulations and ordinances, including safety, and for furnishing all materials, equipment and labor to complete the work, in accordance with the specifications.

2. Contract Documents. The following documents (collectively, the "Contract Documents") are hereby incorporated by reference as though set forth herein in full:

a. Request for Bid
b. Addenda (if any)
c. Response (Bid) from Contractor
d. Specifications for Demolition and Site Clearance

In the event of conflict between the provisions of the Contract Documents and this Contract, the provisions of this Contract shall prevail.

2.1 Contract Limits. Total actual expenses allowed by the project Contract, including any renewal extensions of the Contract, shall not exceed $_____ as provided in the Bid Tabulation

that is part of Contractor's RFB Response referenced in Section 2.c above, except by written amendment as provided herein.

3. Approval; Timing of Work. Contractor shall not begin work on any demolition until after the contract has been approved by the city council and the Contractor has been issued a Notice to Proceed. The work shall commence within ten (10) days after the City has issued a Notice to Proceed unless otherwise agreed upon by both parties, and all work shall be completed and delivered within the term of the Contract.

4. Performance Bond. Contractor will be required to furnish bond in an amount equal to one hundred percent (100%) of the contract price and shall be issued by a responsible surety acceptable to the City. The bond shall guarantee the faithful performance of the contract and the terms and conditions therein contained, shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims and damages of any kind arising out of the performance of this contract.

5. Indemnity. Except as to any negligence of City, its officials, officers, employees or agents, in the performance of any duty under this Contract, and to the extent not covered by insurance maintained by Contractor, Contractor agrees to defend and indemnify City, its officials, officers, employees and agents, and to hold same harmless, from and against any and all claims, demands, causes of action, losses, costs, or liabilities whatsoever, including but not limited to reasonable attorneys' fees and expenses, arising from or in connection with the acts or omissions of Contractor in providing the services contemplated by this Contract. This will include but is not limited to actions or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operation under this Contract, whether by itself or by any subcontractor or anyone directly or indirectly employed by any of them. Contractor is not and shall not be deemed an agent or employee of the City.

6. Property Damage. Contractor shall be responsible for all damage to public or private property. Contractor shall have one responsible person at the job site at all times when demolition activities are undertaken. Contractor shall keep a report of all damage. If public or private property is damaged by Contractor and is not repaired in a timely manner as determined by City, City has the option of having the damage repaired at the Contractor's expense, to be reimbursed to the City or withheld from future payments to Contractor hereunder.

7. Default; Termination for Cause. In the event that Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Contract, and if such default remains uncured for a period of seven (7) days after notice thereof shall have been given by City to Contractor (or for a period of fourteen (14) days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 14-day period and thereafter Contractor fails to diligently and continuously prosecute the same to completion within such 14-day period), then City may declare that Contractor is in default hereunder and may take any one or more of the following steps, at its option:

a. by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts

or things which may be unlawful or in violation of the rights of the City hereunder, or obtain damages caused to the City by any such default;

b. have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;

c. declare a default of this Contract, make no further disbursements, and demand immediate repayment from Contractor of any funds previously disbursed under this Contract;

d. terminate this Contract by delivery to Contractor of written notice of termination; and/or

e. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that City prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by City.

8. Termination for Convenience. This Contract may be terminated at any time, in whole or in part, upon the mutual written agreement of the parties. City may also choose to terminate this Contract at any time by delivering to Contractor 10-days' advance written notice of intent to terminate.

9. Non-Assignable Duties. Contractor may not assign its duties hereunder without the prior written consent of City.

10. Independent Contractor. Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venture of City. Contractor has no power or authority to enter into contracts or agreements on behalf of City. City shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it performs the work specified by City. City is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments, which it owes Contractor. Neither Contractor nor its employees, if any, shall be entitled to receive any benefits which employees of City are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, pension, or any benefits of any type or nature whatsoever on account of their work for City. Contractor shall be solely responsible for compensating its employees, if any.

11. Anti-Discrimination. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees to comply with the anti-discrimination laws of the State of Iowa, as contained in Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this Contract.

12. Severability. In the event any provision of this Contract, together with the Contract Documents, is held invalid, illegal, or unenforceable, whether in whole or in part, the remaining provisions of this Contract shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any provision of this Contract is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal, and enforceable, then such provision shall be deemed to be written and shall be construed and enforced as so limited.

13. General Terms. This Contract, together with the Contract Documents, constitutes the entire agreement between the parties pertaining to the subject matter hereof. This Contract may not be modified or amended except pursuant to the mutual written agreement of the parties. This Contract is binding on the parties and the heirs, personal representatives, successor and assigns of each. Time is of the essence in the performance of the terms hereof.

IN WITNESS WHEREOF, the parties have executed this Contract for Demolition and Site Clearance Services as of the date first set forth above.

CITY OF WATERLOO, IOWA	CONTRACTOR
By: _____	_____
Quentin Hart, Mayor	Authorized Representative

Attest: _____
Kelly Felchle, City Clerk

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 5/25/2022

ATTACHMENTS:

Description	Type
Cncl Comm TIF Int Adv Downtown Admin	Backup Material
TIF Int Adv Downtown Admin	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Recommended Action:	Planning has requested that Council approve a resolution authorizing the use of Downtown 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.
Neighborhood Impact:	Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the General Fund and then repay that advance using cash from the Tax Increment Financing Fund. The resolution format has been drafted by our bond attorney for that purpose.
Implementation, Accountability, and Communication:	Tax increment in the Downtown Urban Renewal Area.
Expenditure Required/Source of Funds:	Not to exceed $107,000.
Alternative:	The City could use general city funds for the development.

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: June 20, 2022
Prepared: June 7, 2022
Dept. Head Signature: Michelle C. Weidner

Number of Attachments: 1

SUBJECT: Approval of use of Tax Increment Funds for development in the Downtown Urban Renewal Area Tax Increment Financing District

Submitted by: Michelle C. Weidner, Chief Financial Officer

Recommended City Council Action: Planning has requested that the City Council adopt a resolution approving the use of Downtown Urban Renewal Area Tax Increment Financing funds in an amount not to exceed $107,000.00 for the year ended June 30, 2022 to finance salaries, administrative expenses and the contract with Main Street Waterloo.

Summary Statement:

Expenditure Required: Not to exceed $107,000.00

Source of Funds: Tax Increment in Downtown Urban Renewal Area

Policy Issue: N/A

Alternative:

Background Information: As you are aware, the City has contracted with Main Street Waterloo to provide services to businesses located in the Downtown Urban Renewal Area. Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the General Fund and Capital Improvements Fund and then repay that advance using the cash from the Tax Increment Financing Fund. The enclosed resolution has been drafted by our bond attorney for that purpose.

RESOLUTION NO. _____

RESOLUTION APPROVING AN ADVANCE OF FUNDS FOR REPAYMENT FROM THE DOWNTOWN URBAN RENEWAL TAX INCREMENT REVENUE FUND AND DIRECTING THE FILING OF CERTIFICATION UNDER IOWA CODE SECTION 403.19

WHEREAS, the City of Waterloo, Iowa has established the Downtown Urban Renewal Area (the "Urban Renewal Area") and is undertaking certain projects within the Urban Renewal Area, including marketing the area for future development of the Downtown Urban Renewal Area; and

WHEREAS, in furtherance thereof the City Council has heretofore approved and authorized agreements with Main Street Waterloo to provide services in the Downtown Urban Renewal Area (the "Project"); in addition to approving authorized salaries and administrative expenses for economic development purposes; and

WHEREAS, in order to advance funds for the cost of the Project, it is necessary to make certain findings under Chapter 403 of the Code of Iowa; and

WHEREAS, it is the intention of the City to certify the amount of funds so advanced, together with interest, for reimbursement under Iowa Code Section 403.19; and

WHEREAS, the amount of funds to be advanced for the Project shall not exceed $107,000.00 for the fiscal year ending June 30, 2022, including salaries, administrative expenses and the contract with Main Street Waterloo.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Waterloo, Iowa, as follows:

Section 1. Pursuant to Ordinance No. 5085 there has been established the Downtown Urban Renewal Area Tax Increment Revenue Fund (the Tax Increment Fund), into which all incremental property tax revenues received from the Downtown Urban Renewal Area are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further approves an advance of City funds for said Project.

Section 2. It is hereby directed that an amount not to exceed $107,000.00 be advanced from time to time from the General Fund and Capital Improvements Fund in

order to pay the costs of the Project. The advance shall be treated as an internal loan from the General Fund and Capital Improvements Fund and shall be repaid from the Tax Increment Fund at the earliest opportunity, without interest.

Section 3. The Chief Financial Officer and other City officials having responsibility for the books and records of the City shall take such actions as are necessary to comply with this Resolution, including but not limited to inclusion of these amounts in the budget, the advance and transfer of funds for the Project, and certification for reimbursement under Iowa Code Section 403.19.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, this _____ day of June, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CIG-3

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

WITNESS my hand and the seal of said Municipality hereto affixed this _____ day of _____, 20__.

_____
City Clerk, Waterloo, Iowa

SEAL

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CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/6/2022

ATTACHMENTS:

	Description	Type
	Cncl Comm E Wloo Logan Admin	Backup Material
	TIF Int Adv Logan Admin	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Recommended Action:	Planning has requested that Council approve a resolution authorizing 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.
Neighborhood Impact:	Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the General Fund and then repay that advance using cash from the Tax Increment Financing Fund. The resolution format has been drafted by our bond attorney for that purpose.
Implementation, Accountability, and Communication:	Tax increment in the East Waterloo Unified Urban Renewal Area.
Expenditure Required/Source of Funds:	Not to exceed $27,000.
Alternative:	The City could use general city funds for the development.

CITY OF WATERLOO, IOWA

CITY CLERK AND FINANCE DEPARTMENT

KELLEY FELCHLE • *City Clerk* MICHELLE WEIDNER, CPA • *Chief Financial Officer*

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: June 20, 2022
Prepared: June 7, 2022
Dept. Head Signature: Michelle C. Weidner

Number of Attachments: 1

SUBJECT: Approval of use of Tax Increment Funds for development in the East Waterloo Unified Urban Renewal Tax Increment Financing District

Submitted by: Michelle C. Weidner, Chief Financial Officer

Recommended City Council Action: Planning has requested that the City Council adopt a resolution approving the use of East Waterloo Unified (Logan) Urban Renewal Tax Increment Financing funds in an amount not to exceed $27,000.00 for the year ended June 30, 2022 to finance salaries and administrative expenses.

Summary Statement:

Expenditure Required: Not to exceed $27,000.00

Source of Funds: Tax Increment in East Waterloo Unified Urban Renewal District

Policy Issue: N/A

Alternative:

Background Information: Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the General Fund and Capital Improvements Fund and then repay that advance using the cash from the Tax Increment Financing Fund. The enclosed resolution has been drafted by our bond attorney for that purpose.

RESOLUTION NO. _____

RESOLUTION APPROVING AN ADVANCE OF FUNDS FOR REPAYMENT FROM THE EAST WATERLOO UNIFIED URBAN RENEWAL TAX INCREMENT REVENUE FUND AND DIRECTING THE FILING OF CERTIFICATION UNDER IOWA CODE SECTION 403.19

WHEREAS, the City of Waterloo, Iowa has established the East Waterloo Unified (Logan) Urban Renewal Area (the "Urban Renewal Area") and is undertaking certain projects within the Urban Renewal Area, including marketing the area for future development; and

WHEREAS, in furtherance thereof the City Council has heretofore approved and authorized administrative expenses for economic development purposes within the East Waterloo Unified (Logan) Urban Renewal Area (the "Project"); and

WHEREAS, in order to advance funds for the cost of the Project, it is necessary to make certain findings under Chapter 403 of the Code of Iowa; and

WHEREAS, it is the intention of the City to certify the amount of funds so advanced, together with interest, for reimbursement under Iowa Code Section 403.19; and

WHEREAS, the amount of funds to be advanced for the Project shall not exceed $27,000.00 for the year ending June 30, 2022 including salaries and administrative expenses.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Waterloo, Iowa, as follows:

Section 1. Pursuant to Ordinance No. 5323 there has been established the East Waterloo Unified Renewal Area Tax Increment Revenue Fund (the Tax Increment Fund), into which all incremental property tax revenues received from the East Waterloo Unified Urban Renewal Area are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further approves an advance of City funds for said Project.

Section 2. It is hereby directed that $ 27,000.00 be advanced from time to time from the General Fund in order to pay the costs of the Project. The advance shall be treated as an internal loan from the General Fund and Capital Improvements Fund and shall be repaid from the Tax Increment Fund at the earliest opportunity, without interest.

Section 3. The Chief Financial Officer and other City officials having responsibility for the books and records of the City shall take such actions as are necessary to comply with this Resolution, including but not limited to inclusion of these amounts in the budget, the advance and transfer of funds for the Project, and certification for reimbursement under Iowa Code Section 403.19.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, this _____ day of June, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

WITNESS my hand and the seal of said Municipality hereto affixed this _____ day of _____, 20__.

_____
City Clerk, Waterloo, Iowa

SEAL

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/6/2022

ATTACHMENTS:

Description	Type
Cncl Comm E Wloo MidPort Admin	Backup Material
TIF Int Adv E Wloo MidPort Admin	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Recommended Action:	Planning has requested that Council approve a resolution authorizing the use of East Waterloo Unified (MidPort area) 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.
Neighborhood Impact:	Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the General Fund and then repay that advance using cash from the Tax Increment Financing Fund. The resolution format has been drafted by our bond attorney for that purpose.
Implementation, Accountability, and Communication:	Tax increment in the East Waterloo Unified Urban Renewal Area.
Expenditure Required/Source of Funds:	Not to exceed $60,000.
Alternative:	The City could use general city funds for the development.

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: June 20, 2022
Prepared: June 7, 2022
Dept. Head Signature: Michelle C. Weidner

Number of Attachments: 1

SUBJECT: Approval of use of Tax Increment Funds for development in the East Waterloo Unified Urban Renewal Tax Increment Financing District

Submitted by: Michelle C. Weidner, Chief Financial Officer

Recommended City Council Action: Planning has requested that the City Council adopt a resolution approving the use of East Waterloo Unified (Midport) Urban Renewal Tax Increment Financing funds in an amount not to exceed $60,000.00 for the year ended June 30, 2022 to finance administrative expenses and the contract with GROW Cedar Valley.

Summary Statement:

Expenditure Required: Not to exceed $60,000.00

Source of Funds: Tax Increment in East Waterloo Unified Urban Renewal District

Policy Issue: N/A

Alternative:

Background Information: As you are aware, the City has contracted with the Greater Cedar Valley Alliance to provide services to businesses located in the East Waterloo Unified Midport Urban Renewal District. Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the General Fund and then repay that advance using the cash from the Tax Increment Financing Fund. The enclosed resolution has been drafted by our bond attorney for that purpose.

RESOLUTION NO. _____

RESOLUTION APPROVING AN ADVANCE OF FUNDS FOR REPAYMENT FROM THE EAST WATERLOO UNIFIED URBAN RENEWAL TAX INCREMENT REVENUE FUND AND DIRECTING THE FILING OF CERTIFICATION UNDER IOWA CODE SECTION 403.19

WHEREAS, the City of Waterloo, Iowa has established the East Waterloo Unified (Midport) Urban Renewal Area (the "Urban Renewal Area") and is undertaking certain projects within the Urban Renewal Area, including marketing the area for future development; and

WHEREAS, in furtherance thereof the City Council has heretofore approved and authorized administrative expenses for economic development purposes within the East Waterloo Unified (Midport) Urban Renewal Area, including the contract with GROW Cedar Valley (the "Project"); and

WHEREAS, in order to advance funds for the cost of the Project, it is necessary to make certain findings under Chapter 403 of the Code of Iowa; and

WHEREAS, it is the intention of the City to certify the amount of funds so advanced, together with interest, for reimbursement under Iowa Code Section 403.19; and

WHEREAS, the amount of funds to be advanced for the Project shall not exceed $ 60,000.00 for the year ending June 30, 2022, including salaries, administrative expenses, and the contract with GROW Cedar Valley.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Waterloo, Iowa, as follows:

Section 1. Pursuant to Ordinance No. 5323 there has been established the East Waterloo Unified Renewal Area Tax Increment Revenue Fund (the Tax Increment Fund), into which all incremental property tax revenues received from the East Waterloo Unified Urban Renewal Area are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further approves an advance of City funds for said Project.

Section 2. It is hereby directed that $60,000.00 be advanced from time to time from the General Fund in order to pay the costs of the Project. The advance shall be treated as an internal loan from the General Fund and Capital Improvements Fund and shall be repaid to the General Fund and Capital Improvements Fund from the Tax Increment Fund at the earliest opportunity, without interest.

Section 3. The Chief Financial Officer and other City officials having responsibility for the books and records of the City shall take such actions as are necessary to comply with this Resolution, including but not limited to inclusion of these amounts in the budget, the advance and transfer of funds for the Project, and certification for reimbursement under Iowa Code Section 403.19.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, this _____ day of June, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

WITNESS my hand and the seal of said Municipality hereto affixed this _____ day of _____, 20__.

_____
City Clerk, Waterloo, Iowa

SEAL

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/7/2022

ATTACHMENTS:

Description	Type
Cncl Comm TIF Adv Martin Admin	Backup Material
TIF Int Adv Martin Admin	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Recommended Action:	Planning has requested that Council approve a resolution authorizing the use of Martin Road 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 Valley contract.
Neighborhood Impact:	Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the General Fund and then repay that advance using cash from the Tax Increment Financing Fund. The resolution format has been drafted by our bond attorney for that purpose.
Implementation, Accountability, and Communication:	Tax increment in the Martin Road Urban Renewal Area.
Expenditure Required/Source of Funds:	Not to exceed $15,000.
Alternative:	The City could use general city funds for the development.

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: June 20, 2022
Prepared: June 7, 2022
Dept. Head Signature: Michelle C. Weidner

Number of Attachments: 1

SUBJECT: Approval of use of Tax Increment Funds for development in the Martin Road Urban Renewal Area Tax Increment Financing District

Submitted by: Michelle C. Weidner, Chief Financial Officer

Recommended City Council Action: Planning has requested that the City Council adopt a resolution approving the use of Martin Road Urban Renewal Area Tax Increment Financing funds in an amount not to exceed $15,000.00 for the year ended June 30, 2022 to finance salaries, the Grow Cedar Valley contract and other administrative expenses.

Summary Statement:

Expenditure Required: Not to exceed $15,000.00

Source of Funds: Tax Increment in Martin Road Urban Renewal Area

Policy Issue: N/A

Alternative:

Background Information: Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the General Fund and Capital Improvements Fund and then repay that advance using the cash from the Tax Increment Financing Fund. The form of the enclosed resolution has been drafted by our bond attorney for that purpose.

RESOLUTION NO. _____

RESOLUTION APPROVING AN ADVANCE OF FUNDS FOR REPAYMENT FROM THE MARTIN ROAD URBAN RENEWAL TAX INCREMENT REVENUE FUND AND DIRECTING THE FILING OF CERTIFICATION UNDER IOWA CODE SECTION 403.19

WHEREAS, the City of Waterloo, Iowa has established the Martin Road Urban Renewal Area (the "Urban Renewal Area") and is undertaking certain projects within the Urban Renewal Area, including marketing the area for future development of the Martin Road Urban Renewal Area; and

WHEREAS, in furtherance thereof the City Council has heretofore approved and authorized administrative expenses for economic development purposes within the Martin Road Urban Renewal Area (the “Project”); and

WHEREAS, in order to advance funds for the cost of the Project, it is necessary to make certain findings under Chapter 403 of the Code of Iowa; and

WHEREAS, it is the intention of the City to certify the amount of funds so advanced, together with interest, for reimbursement under Iowa Code Section 403.19; and

WHEREAS, the amount of funds to be advanced for the Project shall not exceed $15,000.00 for the year ending June 30, 2022, including salaries, the Grow Cedar Valley contract and other administrative expenses.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Waterloo, Iowa, as follows:

Section 1. Pursuant to Ordinance No. 5249 there has been established the Martin Road Urban Renewal Area Tax Increment Revenue Fund (the Tax Increment Fund), into which all incremental property tax revenues received from the Martin Road Urban Renewal Area are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further approves an advance of City funds for said Project.

Section 2. It is hereby directed that amounts not to exceed $ 15,000.00 be advanced from time to time from the General Fund and Capital Improvements Fund in order to pay the costs of the Project. The advance shall be treated as an internal loan from the General Fund and Capital Improvements Fund and shall be repaid from the Tax Increment Fund at the earliest opportunity, without interest.

Section 3. The Chief Financial Officer and other City officials having responsibility for the books and records of the City shall take such actions as are necessary to comply with this Resolution, including but not limited to inclusion of these amounts in the budget, the advance and transfer of funds for the Project, and certification for reimbursement under Iowa Code Section 403.19.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, this _____ day of June, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

WITNESS my hand and the seal of said Municipality hereto affixed this _____ day of _____, 20__.

_____
City Clerk, Waterloo, Iowa

SEAL

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/7/2022

ATTACHMENTS:

Description	Type
Cncl Comm TIF Adv NE Site Admin	Backup Material
TIF Int Adv NE Site Admin	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Recommended Action:	Planning has requested that Council approve a resolution authorizing the use of Northeast Industrial Site 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.
Neighborhood Impact:	Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the General Fund and then repay that advance using cash from the Tax Increment Financing Fund. The resolution format has been drafted by our bond attorney for that purpose.
Implementation, Accountability, and Communication:	Tax increment in the Northeast Industrial Site Urban Renewal Area.
Expenditure Required/Source of Funds:	Not to exceed $20,000.
Alternative:	The City could use general city funds for the development.

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: June 20, 2022
Prepared: June 13, 2022
Dept. Head Signature: Michelle C. Weidner

Number of Attachments: 1

SUBJECT: Approval of use of Tax Increment Funds for development in the Northeast Site Tax Increment Financing District

Submitted by: Michelle C. Weidner, Chief Financial Officer

Recommended City Council Action: Planning has requested that the City Council adopt a resolution approving the use of Northeast Industrial Site Urban Renewal Area Tax Increment Financing funds in an amount not to exceed $20,000.00 for the year ended June 30, 2022 to finance salaries, administrative expenses and the contract with GROW Cedar Valley.

Summary Statement:

Expenditure Required: Not to exceed $20,000.00

Source of Funds: Tax Increment in NE Site Urban Renewal Area

Policy Issue: N/A

Alternative:

Background Information: As you are aware, the City has contracted with Grow Cedar Valley to provide services to businesses located in the Northeast Industrial Site Urban Renewal Area. Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the General Fund and Capital Improvements Fund and then repay that advance using the cash from the Tax Increment Financing Fund. The enclosed resolution has been drafted by our bond attorney for that purpose.

RESOLUTION NO. _____

RESOLUTION APPROVING AN ADVANCE OF FUNDS FOR REPAYMENT FROM THE NORTHEAST INDUSTRIAL SITE URBAN RENEWAL TAX INCREMENT REVENUE FUND AND DIRECTING THE FILING OF CERTIFICATION UNDER IOWA CODE SECTION 403.19

WHEREAS, the City of Waterloo, Iowa has established the Northeast Industrial Site Urban Renewal Area (the "Urban Renewal Area") and is undertaking certain projects within the Urban Renewal Area, including marketing the area for future development of the Northeast Site Urban Renewal Area; and

WHEREAS, in furtherance thereof the City Council has heretofore approved and authorized administrative expenses for economic development purposes within the Northeast Industrial Site Urban Renewal Area, including the contract with GROW Cedar Valley (the “Project”); and

WHEREAS, in order to advance funds for the cost of the Project, it is necessary to make certain findings under Chapter 403 of the Code of Iowa; and

WHEREAS, it is the intention of the City to certify the amount of funds so advanced, together with interest, for reimbursement under Iowa Code Section 403.19; and

WHEREAS, the amount of funds to be advanced for the Project shall not exceed $20,000.00 for the fiscal year ending June 30, 2022, including salaries, administrative expenses and the contract with GROW Cedar Valley.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Waterloo, Iowa, as follows:

Section 1. Pursuant to Ordinance No. 4688 there has been established the Northeast Industrial Site Urban Renewal Area Tax Increment Revenue Fund (the Tax Increment Fund), into which all incremental property tax revenues received from the Northeast Industrial Site Urban Renewal Area are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further approves an advance of City funds for said Project.

Section 2. It is hereby directed that an amount not to exceed $ 20,000.00 be advanced from time to time from the General Fund in order to pay the costs of the Project. The advance shall be treated as an internal loan from the General Fund and shall be repaid to the General Fund from the Tax Increment Fund at the earliest opportunity, without interest.

Section 3. The Chief Financial Officer and other City officials having responsibility for the books and records of the City shall take such actions as are necessary to comply with this Resolution, including but not limited to inclusion of these amounts in the budget, the advance and transfer of funds for the Project, and certification for reimbursement under Iowa Code Section 403.19.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, this _____ day of June, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

WITNESS my hand and the seal of said Municipality hereto affixed this _____ day of _____, 20__.

_____
City Clerk, Waterloo, Iowa

SEAL

DCORNELL/ 569667.1 /MSWord\11310.000

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/13/2022

ATTACHMENTS:

	Description	Type
	Cncl Comm TIF Adv Rath Admin	Backup Material
	Int Adv Rath Admin	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Recommended Action:	Planning has requested that Council approve a resolution authorizing the use of Rath Tax Increment Financing funds in an amount not to exceed $20,000 for the year ending June 30, 2022 to finance administrative expenses.
Neighborhood Impact:	Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the General Fund and then repay that advance using cash from the Tax Increment Financing Fund. The resolution format has been drafted by our bond attorney for that purpose.
Implementation, Accountability, and Communication:	Tax increment in the Rath Urban Renewal Area.
Expenditure Required/Source of Funds:	Not to exceed $20,000.
Alternative:	The City could use general city funds for the development.

CITY OF WATERLOO, IOWA

CITY CLERK AND FINANCE DEPARTMENT

KELLEY FELCHLE • *City Clerk* MICHELLE WEIDNER, CPA • *Chief Financial Officer*

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: June 20, 2022
Prepared: June 13, 2022
Dept. Head Signature: Michelle C. Weidner

Number of Attachments: 1

SUBJECT: Approval of use of Tax Increment Funds for development in the Rath Urban Renewal Area Tax Increment Financing District

Submitted by: Michelle C. Weidner, Chief Financial Officer

Recommended City Council Action: Planning has requested that the City Council adopt a resolution approving the use of Rath Urban Renewal Area Tax Increment Financing funds in an amount not to exceed $20,000.00 for the year ended June 30, 2022 to finance salaries and administrative expenses.

Summary Statement:

Expenditure Required: Not to exceed $ 20,000.00

Source of Funds: Tax Increment in Rath Urban Renewal Area

Policy Issue: N/A

Alternative:

Background Information: Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the General Fund and the Capital Improvements Fund and then repay that advance using the cash from the Tax Increment Financing Fund. The form of the enclosed resolution has been drafted by our bond attorney for that purpose.

RESOLUTION NO. _____

RESOLUTION APPROVING AN ADVANCE OF FUNDS FOR REPAYMENT FROM THE RATH URBAN RENEWAL TAX INCREMENT REVENUE FUND AND DIRECTING THE FILING OF CERTIFICATION UNDER IOWA CODE SECTION 403.19

WHEREAS, the City of Waterloo, Iowa has established the Rath Urban Renewal Area (the "Urban Renewal Area") and is undertaking certain projects within the Urban Renewal Area, including marketing the area for future development of the Rath Urban Renewal Area; and

WHEREAS, in furtherance thereof the City Council has heretofore approved and authorized administrative expenses for economic development purposes within the Rath Urban Renewal Area (the "Project"); and

WHEREAS, in order to advance funds for the cost of the Project, it is necessary to make certain findings under Chapter 403 of the Code of Iowa; and

WHEREAS, it is the intention of the City to certify the amount of funds so advanced, together with interest, for reimbursement under Iowa Code Section 403.19; and

WHEREAS, the amount of funds to be advanced for the Project shall not exceed $20,000.00 for the year ending June 30, 2022, including salaries and administrative expenses.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Waterloo, Iowa, as follows:

Section 1. Pursuant to Ordinance No. 4949 there has been established the Rath Urban Renewal Area Tax Increment Revenue Fund (the Tax Increment Fund), into which all incremental property tax revenues received from the Rath Urban Renewal Area are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further approves an advance of City funds for said Project.

Section 2. It is hereby directed that an amount not to exceed $20,000.00 be advanced from time to time from the General Fund and Capital Improvements Fund in

order to pay the costs of the Project. The advance shall be treated as an internal loan from the General Fund and Capital Improvements Fund and shall be repaid from the Tax Increment Fund at the earliest opportunity, without interest.

Section 3. The Chief Financial Officer and other City officials having responsibility for the books and records of the City shall take such actions as are necessary to comply with this Resolution, including but not limited to inclusion of these amounts in the budget, the advance and transfer of funds for the Project, and certification for reimbursement under Iowa Code Section 403.19.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, this _____ day of June, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

WITNESS my hand and the seal of said Municipality hereto affixed this _____ day of _____, 20__.

_____
City Clerk, Waterloo, Iowa

SEAL

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CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/12/2022

ATTACHMENTS:

Description	Type
Cncl Comm TIF Adv San Marnan Admin	Backup Material
TIF Internal Adv San Marnan Admin	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Recommended Action:	Planning has requested that Council approve a resolution authorizing the use of San Marnan 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.
Neighborhood Impact:	Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the General Fund and then repay that advance using cash from the Tax Increment Financing Fund. The resolution format has been drafted by our bond attorney for that purpose.
Implementation, Accountability, and Communication:	Tax increment in the San Marnan Urban Renewal Area.
Expenditure Required/Source of Funds:	Not to exceed $45,000.
Alternative:	The City could use general city funds for the development.

CITY OF WATERLOO, IOWA

CITY CLERK AND FINANCE DEPARTMENT

KELLEY FELCHLE • *City Clerk* MICHELLE WEIDNER, CPA • *Chief Financial Officer*

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: June 20, 2022
Prepared: June 12, 2022
Dept. Head Signature: Michelle C. Weidner

Number of Attachments: 1

SUBJECT: Approval of use of Tax Increment Funds for development in the San Marnan Tax Increment Financing District

Submitted by: Michelle C. Weidner, Chief Financial Officer

Recommended City Council Action: Planning has requested that the City Council adopt a resolution approving the use of San Marnan Urban Renewal Area Tax Increment Financing funds in an amount not to exceed $45,000.00 for the year ended June 30, 2022 to finance salaries, administrative expenses and the contract with GROW Cedar Valley.

Summary Statement:
30xpenditure Required: Not to exceed $45,000.00

Source of Funds: Tax Increment in San Marnan Urban Renewal Area

Policy Issue: None

Alternative:

Background Information: As you are aware, the City has contracted with Grow Cedar Valley to provide services to businesses located in the San Marnan Urban Renewal Area. Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the General Fund and Capital Improvements Fund and then repay that advance using the cash from the Tax Increment Financing Fund. The enclosed resolution has been drafted by our bond attorney for that purpose.

RESOLUTION NO. _____

RESOLUTION APPROVING AN ADVANCE OF FUNDS FOR REPAYMENT FROM THE SAN MARNAN URBAN RENEWAL TAX INCREMENT REVENUE FUND AND DIRECTING THE FILING OF CERTIFICATION UNDER IOWA CODE SECTION 403.19

WHEREAS, the City of Waterloo, Iowa has established the San Marnan Urban Renewal Area (the "Urban Renewal Area") and is undertaking certain projects within the Urban Renewal Area, including marketing the area for future development of the San Marnan Urban Renewal Area; and

WHEREAS, in furtherance thereof the City Council has heretofore approved and authorized administrative expenses for economic development purposes within the San Marnan Urban Renewal Area, including the contract with GROW Cedar Valley (the "Project"); and

WHEREAS, in order to advance funds for the cost of the Project, it is necessary to make certain findings under Chapter 403 of the Code of Iowa; and

WHEREAS, it is the intention of the City to certify the amount of funds so advanced, together with interest, for reimbursement under Iowa Code Section 403.19; and

WHEREAS, the amount of funds to be advanced for the Project shall not exceed $45,000.00 for the fiscal year ending June 30, 2022, including salaries, administrative expenses and the contract with GROW Cedar Valley.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Waterloo, Iowa, as follows:

Section 1. Pursuant to Ordinance No. 4956 there has been established the San Marnan Urban Renewal Area Tax Increment Revenue Fund (the Tax Increment Fund), into which all incremental property tax revenues received from the San Marnan Urban Renewal Area are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further approves an advance of City funds for said Project.

Section 2. It is hereby directed that an amount not to exceed $45,000.00 be advanced from time to time from the General Fund and Capital Improvements Fund in order to pay the costs of the Project. The advance shall be treated as an internal loan from the General Fund and Capital Improvements Fund and shall be repaid to the General Fund from the Tax Increment Fund at the earliest opportunity, without interest.

Section 3. The Chief Financial Officer and other City officials having responsibility for the books and records of the City shall take such actions as are necessary to comply with this Resolution, including but not limited to inclusion of these amounts in the budget, the advance and transfer of funds for the Project, and certification for reimbursement under Iowa Code Section 403.19.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, this _____ day of June, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CIG-3

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

WITNESS my hand and the seal of said Municipality hereto affixed this _____ day of _____, 20__.

_____
City Clerk, Waterloo, Iowa

SEAL

DCORNELL/ 569667.1 /MSWord\11310.000

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 5/25/2022

ATTACHMENTS:

Description	Type
Cncl Comm Downtown TIF Adv Lodge	Backup Material
Downtown Adv Lodge	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Recommended Action:	Planning has requested that Council approve a resolution authorizing the use of Downtown Renewal Area Tax Increment Financing funds for a contract with Lodge Construction, Inc. in a total amount not to exceed $1,300,000, for services in conjunction with the construction of the Cedar River Marina and Recreational Enhancements project.
Neighborhood Impact:	Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the Capital Improvements Fund and then repay that advance using cash from the Tax Increment Financing Fund. The enclosed resolution format has been drafted by our bond attorney for that purpose.
Implementation, Accountability, and Communication:	Tax increment in the Downtown Urban Renewal TIF District.
Expenditure Required/Source of Funds:	Not to exceed $1,300,000.
Alternative:	The City could use general obligation bonds for the development.

CITY OF WATERLOO, IOWA

CITY CLERK AND FINANCE DEPARTMENT

KELLEY FELCHLE • *City Clerk* MICHELLE WEIDNER, CPA • *Chief Financial Officer*

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: June 6, 2022
Prepared: May 25, 2022

Dept. Head Signature: Michelle C. Weidner, CFO

Number of Attachments: 1

SUBJECT: Approval of use of Tax Increment Funds for development in the Downtown Tax Increment Financing District

Submitted by: Michelle C. Weidner, Chief Financial Officer

Recommended City Council Action: Planning has requested that a resolution authorizing the use of Downtown Urban Renewal Area Tax Increment Financing funds in conjunction with the FY 2021 Cedar River Marina and Recreational Enhancements project in the amount of $1,300,000 with Lodge Construction, Inc. be approved.

Summary Statement:

Expenditure Required: Not to exceed $1,300,000

Source of Funds: Tax Increment in Downtown Urban Renewal Area

Policy Issue: N/A

Alternative:

Background Information: Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the Capital Improvements Fund and then repay that advance using the cash from the Tax Increment Financing Fund. The form of the enclosed resolution format has been drafted by our bonding attorney for that purpose.

RESOLUTION NO. _____

RESOLUTION APPROVING AN ADVANCE OF FUNDS FOR REPAYMENT FROM THE DOWNTOWN URBAN RENEWAL TAX INCREMENT REVENUE FUND AND DIRECTING THE FILING OF CERTIFICATION UNDER IOWA CODE SECTION 403.19

WHEREAS, the City of Waterloo, Iowa has established the Downtown Urban Renewal Area (the "Urban Renewal Area") and is undertaking certain projects within the Urban Renewal Area, including the acquisition of real property and economic development grants to developers for future development of the Downtown Urban Renewal Area; and

WHEREAS, in furtherance thereof the City Council has heretofore, by Resolution 2022-034 with Lodge Construction, Inc., authorized the FY 2021 Cedar River Marina and Recreational Enhancements project in the amount of $1,300,000 in the Downtown Urban Renewal Area (the "Project"); and

WHEREAS, in order to advance funds for the cost of the Project, it is necessary to make certain findings under Chapter 403 of the Code of Iowa; and

WHEREAS, it is the intention of the City to certify the amount of funds so advanced, together with interest, for reimbursement under Iowa Code Section 403.19; and

WHEREAS, the amount of funds to be advanced for the Project shall not exceed $1,300,000.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Waterloo, Iowa, as follows:

Section 1. Pursuant to Ordinance No. 5249 there has been established the Downtown Urban Renewal Area Tax Increment Revenue Fund (the Tax Increment Fund), into which all incremental property tax revenues received from the Downtown Urban Renewal Area are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further approves an advance of City funds for said Project.

Section 2. It is hereby directed that amounts not to exceed $1,300,000 be advanced from time to time from the Capital Improvements Fund in order to pay the costs of the Project. The advance shall be treated as an internal loan from the Capital Improvements Fund and shall be repaid to the Capital Improvements Fund from the Tax Increment Fund at the earliest opportunity, without interest.

Section 3. The Chief Financial Officer and other City officials having responsibility for the books and records of the City shall take such actions as are necessary to comply with this Resolution, including but not limited to inclusion of these amounts in the budget, the advance and transfer of funds for the Project, and certification for reimbursement under Iowa Code Section 403.19.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, this _____ day of June, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

WITNESS my hand and the seal of said Municipality hereto affixed this _____ day of _____, 20__.

_____
City Clerk, Waterloo, Iowa

SEAL

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/12/2022

ATTACHMENTS:

Description	Type
Cncl Comm TIF Adv Goodman	Backup Material
MidPort TIF Adv Goodman	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Michelle Weider, Chief Financial Officer
Recommended Action:	Planning has requested that Council approve a resolution authorizing the use of East Waterloo Unified Urban Renewal Area Tax Increment Financing funds for the design and other professional services for a Fiber Backbone Network project in the MidPort area.
Neighborhood Impact:	Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the Capital Improvements Fund and then repay that advance using cash from the Tax Increment Financing Fund. The enclosed resolution format has been drafted by our bond attorney for that purpose.
Implementation, Accountability, and Communication:	Tax increment in the East Waterloo Unified Urban Renewal TIF District.
Expenditure Required/Source of Funds:	Not to exceed $40,000.
Alternative:	The City could use general obligation bonds for the development.

CITY OF WATERLOO, IOWA

CITY CLERK AND FINANCE DEPARTMENT
KELLEY FELCHLE • *City Clerk* MICHELLE WEIDNER, CPA • *Chief Financial Officer*

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: June 20, 2022
Prepared: June 12, 2022

Dept. Head Signature: Michelle C. Weidner

Number of Attachments: 1

SUBJECT: Approval of use of Tax Increment Funds for development in the East Waterloo Unified Tax Increment Financing District

Submitted by: Michelle C. Weidner, Chief Financial Officer

Recommended City Council Action: Planning has requested that a resolution authorizing the use of East Waterloo Unified Tax Increment Financing funds in conjunction with design and construction of a Fiber Backbone Network in the amount of $40,000 with The Goodman Corporation be approved.

Summary Statement:

Expenditure Required: Not to exceed $40,000

Source of Funds: Tax Increment in East Waterloo Unified Urban Renewal District

Policy Issue: N/A

Alternative:

Background Information: Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the Capital Improvements Fund and then repay that advance using the cash from the Tax Increment Financing Fund. The enclosed resolution format has been drafted by our bonding attorney for that purpose.

RESOLUTION NO. _____

RESOLUTION APPROVING AN ADVANCE OF FUNDS FOR REPAYMENT FROM THE EAST WATERLOO UNIFIED (MIDPORT) URBAN RENEWAL TAX INCREMENT REVENUE FUND AND DIRECTING THE FILING OF CERTIFICATION UNDER IOWA CODE SECTION 403.19

WHEREAS, the City of Waterloo, Iowa has established the East Waterloo Unified (Midport) Urban Renewal Area (the "Urban Renewal Area") and is undertaking certain projects within the Urban Renewal Area, including the acquisition of real property and economic development grants to developers for future development of the Area; and

WHEREAS, in furtherance thereof the City Council has heretofore, by Resolution 2021-613 with the Goodman Corporation, approved and authorized the design and other professional services for construction of a Fiber Backbone Network in the amount of $40,00 in the East Waterloo Unified Urban Renewal Area (the "Project"); and

WHEREAS, in order to advance funds for the cost of the Project, it is necessary to make certain findings under Chapter 403 of the Code of Iowa; and

WHEREAS, it is the intention of the City to certify the amount of funds so advanced, together with interest, for reimbursement under Iowa Code Section 403.19; and

WHEREAS, the amount of funds to be advanced for the Project shall not exceed $40,000.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Waterloo, Iowa, as follows:

Section 1. Pursuant to Ordinance No. 5323 there has been established the East Waterloo Unified Urban Renewal Area Tax Increment Revenue Fund (the Tax Increment Fund), into which all incremental property tax revenues received from the East Waterloo Unified Urban Renewal Area are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further approves an advance of City funds for said Project.

Section 2. It is hereby directed that amounts not to exceed $40,000 be advanced from time to time from the Capital Improvements Fund in order to pay the costs of the Project. The advance shall be treated as an internal loan from the Capital Improvements Fund and shall be repaid to the Capital Improvements Fund from the Tax Increment Fund at the earliest opportunity, without interest.

Section 3. The Chief Financial Officer and other City officials having responsibility for the books and records of the City shall take such actions as are necessary to comply with this Resolution, including but not limited to inclusion of these amounts in the budget, the advance and transfer of funds for the Project, and certification for reimbursement under Iowa Code Section 403.19.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, this _____ day of June, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

WITNESS my hand and the seal of said Municipality hereto affixed this _____ day of _____, 20__.

_____
City Clerk, Waterloo, Iowa

SEAL

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/12/2022

ATTACHMENTS:

Description	Type
Cncl Comm TIF Adv NE Site Goodman	Backup Material
TIF Adv NE SIte Goodman	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Michelle Weider, Chief Financial Officer
Recommended Action:	Planning has requested that Council approve a resolution authorizing the use of Northeast Industrial Site Urban Renewal Area Tax Increment Financing funds for design and other professional services for the Fiber Backbone Network project in the Northeast Industrial Site Urban Renewal Area.
Neighborhood Impact:	Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the Capital Improvements Fund and then repay that advance using cash from the Tax Increment Financing Fund. The enclosed resolution format has been drafted by our bond attorney for that purpose.
Implementation, Accountability, and Communication:	Tax increment in the East Waterloo Unified Urban Renewal TIF District.
Expenditure Required/Source of Funds:	Not to exceed $40,000.
Alternative:	The City could use general obligation bonds for the development.

CITY OF WATERLOO, IOWA

CITY CLERK AND FINANCE DEPARTMENT

KELLEY FELCHLE • *City Clerk* MICHELLE WEIDNER, CPA • *Chief Financial Officer*

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: June 20, 2022
Prepared: June 12, 2022

Dept. Head Signature: Michelle C. Weidner

Number of Attachments: 1

SUBJECT: Approval of use of Tax Increment Funds for development in the Northeast Industrial Site Tax Increment Financing District

Submitted by: Michelle C. Weidner, Chief Financial Officer

Recommended City Council Action: Planning has requested that a resolution authorizing the use of Northeast Industrial Site Tax Increment Financing funds in conjunction with design and construction of a Fiber Backbone Network in the amount of $40,000 with The Goodman Corporation be approved.

Summary Statement:

Expenditure Required: Not to exceed $40,000

Source of Funds: Tax Increment in East Waterloo Unified Urban Renewal District

Policy Issue: N/A

Alternative:

Background Information: Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the Capital Improvements Fund and then repay that advance using the cash from the Tax Increment Financing Fund. The enclosed resolution format has been drafted by our bonding attorney for that purpose.

RESOLUTION NO. _____

RESOLUTION APPROVING AN ADVANCE OF FUNDS FOR REPAYMENT FROM THE NORTHEAST INDUSTRIAL SITE URBAN RENEWAL TAX INCREMENT REVENUE FUND AND DIRECTING THE FILING OF CERTIFICATION UNDER IOWA CODE SECTION 403.19

WHEREAS, the City of Waterloo, Iowa has established the Northeast Industrial Site Urban Renewal Area (the "Urban Renewal Area") and is undertaking certain projects within the Urban Renewal Area, including the acquisition of real property and economic development grants to developers for future development of the Area; and

WHEREAS, in furtherance thereof the City Council has heretofore, by Resolution 2021-613 with the Goodman Corporation, approved and authorized the design and other professional services for construction of a Fiber Backbone Network in the amount of $40,00 in the Northeast Industrial Site Urban Renewal Area (the "Project"); and

WHEREAS, in order to advance funds for the cost of the Project, it is necessary to make certain findings under Chapter 403 of the Code of Iowa; and

WHEREAS, it is the intention of the City to certify the amount of funds so advanced, together with interest, for reimbursement under Iowa Code Section 403.19; and

WHEREAS, the amount of funds to be advanced for the Project shall not exceed $40,000.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Waterloo, Iowa, as follows:

Section 1. Pursuant to Ordinance No. 4688 there has been established the Northeast Industrial Site Urban Renewal Area Tax Increment Revenue Fund (the Tax Increment Fund), into which all incremental property tax revenues received from the Northeast Industrial Site Urban Renewal Area are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further approves an advance of City funds for said Project.

Section 2. It is hereby directed that amounts not to exceed $40,000 be advanced from time to time from the Capital Improvements Fund in order to pay the costs of the Project. The advance shall be treated as an internal loan from the Capital Improvements Fund and shall be repaid to the Capital Improvements Fund from the Tax Increment Fund at the earliest opportunity, without interest.

Section 3. The Chief Financial Officer and other City officials having responsibility for the books and records of the City shall take such actions as are necessary to comply with this Resolution, including but not limited to inclusion of these amounts in the budget, the advance and transfer of funds for the Project, and certification for reimbursement under Iowa Code Section 403.19.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, this _____ day of June, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

WITNESS my hand and the seal of said Municipality hereto affixed this _____ day of _____, 20__.

_____
City Clerk, Waterloo, Iowa

SEAL

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/13/2022

ATTACHMENTS:

Description	Type
Cncl Comm TIF Adv Crossroads Admin	Backup Material
TIF Adv Crossroads Admin	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Michelle Weider, Chief Financial Officer
Recommended Action:	Planning has requested that Council approve a resolution authorizing the use of Crossroads Urban Renewal Area Tax Increment Financing funds to finance salaries and administrative expenses.
Neighborhood Impact:	Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the Capital Improvements Fund and then repay that advance using cash from the Tax Increment Financing Fund. The enclosed resolution format has been drafted by our bond attorney for that purpose.
Implementation, Accountability, and Communication:	Tax increment in the Crossroads Urban Renewal TIF District.
Expenditure Required/Source of Funds:	Not to exceed $3,000.
Alternative:	The City could use general obligation bonds for the development.

CITY OF WATERLOO, IOWA

CITY CLERK AND FINANCE DEPARTMENT

KELLEY FELCHLE • *City Clerk* MICHELLE WEIDNER, CPA • *Chief Financial Officer*

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: June 20, 2022
Prepared: June 13, 2022
Dept. Head Signature: Michelle C. Weidner

Number of Attachments: 1

SUBJECT: Approval of use of Tax Increment Funds for development in the Crossroads Urban Renewal Area Tax Increment Financing District

Submitted by: Michelle C. Weidner, Chief Financial Officer

Recommended City Council Action: Planning has requested that the City Council adopt a resolution approving the use of Crossroads Urban Renewal Area Tax Increment Financing funds in an amount not to exceed $3,000.00 for the year ended June 30, 2022 to finance salaries and administrative expenses.

Summary Statement:

Expenditure Required: Not to exceed $ 3,000.00

Source of Funds: Tax Increment in Crossroads Urban Renewal Area

Policy Issue: N/A

Alternative:

Background Information: Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the General Fund and the Capital Improvements Fund and then repay that advance using the cash from the Tax Increment Financing Fund. The form of the enclosed resolution has been drafted by our bond attorney for that purpose.

RESOLUTION NO. _____

RESOLUTION APPROVING AN ADVANCE OF FUNDS FOR REPAYMENT FROM THE CROSSROADS URBAN RENEWAL TAX INCREMENT REVENUE FUND AND DIRECTING THE FILING OF CERTIFICATION UNDER IOWA CODE SECTION 403.19

WHEREAS, the City of Waterloo, Iowa has established the Crossroads Urban Renewal Area (the "Urban Renewal Area") and is undertaking certain projects within the Urban Renewal Area, including marketing the area for future development of the Crossroads Urban Renewal Area; and

WHEREAS, in furtherance thereof the City Council has heretofore approved and authorized administrative expenses for economic development purposes within the Crossroads Urban Renewal Area (the "Project"); and

WHEREAS, in order to advance funds for the cost of the Project, it is necessary to make certain findings under Chapter 403 of the Code of Iowa; and

WHEREAS, it is the intention of the City to certify the amount of funds so advanced, together with interest, for reimbursement under Iowa Code Section 403.19; and

WHEREAS, the amount of funds to be advanced for the Project shall not exceed $3,000.00 for the year ending June 30, 2022, including salaries and administrative expenses.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Waterloo, Iowa, as follows:

Section 1. Pursuant to Ordinance No. 5253 there has been established the Crossroads Urban Renewal Area Tax Increment Revenue Fund (the Tax Increment Fund), into which all incremental property tax revenues received from the Crossroads Urban Renewal Area are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further approves an advance of City funds for said Project.

Section 2. It is hereby directed that an amount not to exceed $3,000.00 be advanced from time to time from the General Fund and Capital Improvements Fund in order to pay the costs of the Project. The advance shall be treated as an internal loan from the General Fund and Capital Improvements Fund and shall be repaid from the Tax Increment Fund at the earliest opportunity, without interest.

Section 3. The Chief Financial Officer and other City officials having responsibility for the books and records of the City shall take such actions as are necessary to comply with this Resolution, including but not limited to inclusion of these amounts in the budget, the advance and transfer of funds for the Project, and certification for reimbursement under Iowa Code Section 403.19.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, this _____ day of June, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

WITNESS my hand and the seal of said Municipality hereto affixed this _____ day of _____, 20__.

_____
City Clerk, Waterloo, Iowa

SEAL

DCORNELL/ 569667.1 /MSWord\11310.000

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/14/2022

ATTACHMENTS:

	Description	Type
	Cncl Comm TIF Adv Crystal	Backup Material
	TIF Int Adv Crystal	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Recommended Action:	Planning has requested that Council approve a resolution authorizing the use of Rath Area Tax Increment Financing funds for property acquisition located generally in the Rath Urban Renewal District.
Neighborhood Impact:	Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the Capital Improvements Fund and then repay that advance using cash from the Tax Increment Financing Fund. The enclosed resolution format has been drafted by our bond attorney for that purpose.
Implementation, Accountability, and Communication:	Tax increment in the Rath Urban Renewal TIF District.
Expenditure Required/Source of Funds:	Not to exceed $3,000,000.
Alternative:	The City could use general obligation bonds for the development.

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: June 20, 2022
Prepared: June 14, 2022
Dept. Head Signature: Michelle C. Weidner

Number of Attachments: 1

SUBJECT: Approval of use of Tax Increment Funds for development in the Rath Tax Increment Financing District

Submitted by: Michelle C. Weidner, Chief Financial Officer

Recommended City Council Action: Planning has requested that the City Council adopt a resolution authorizing the use of Rath Urban Renewal Area Tax Increment Financing funds to purchase land and buildings from generally located in the Rath TIF district in the amount of $3,000,000.

Summary Statement:

Expenditure Required: Not to exceed $3,000,000

Source of Funds: Tax Increment in Rath Urban Renewal Area

Policy Issue: N/A

Alternative:

Background Information: Under current Tax Increment Financing (TIF) law, in order to make payments for this project from a tax increment financing district without issuing bonds, the city is required to advance the funds from the General Fund and then repay that advance using the cash from the Tax Increment Financing Fund. The enclosed resolution has been drafted by our bonding attorney for that purpose.

RESOLUTION NO. _____

RESOLUTION APPROVING AN ADVANCE OF FUNDS FOR REPAYMENT FROM THE RATH URBAN RENEWAL TAX INCREMENT REVENUE FUND AND DIRECTING THE FILING OF CERTIFICATION UNDER IOWA CODE SECTION 403.19

WHEREAS, the City of Waterloo, Iowa has established the Rath Urban Renewal Area (the "Urban Renewal Area") and is undertaking certain projects within the Urban Renewal Area, including the construction/rehabilitation of commercial buildings; and

WHEREAS, in furtherance thereof the City Council has heretofore, by Resolution 2021-341 adopted on May 17, 2021, approved and authorized execution of a Development and Minimum Assessment Agreement with Crystal Distribution Services, Inc. for the construction of a new 100,000 square foot building project with the City to purchase certain land and buildings from Crystal; and

WHEREAS, in order to advance funds for the cost of the Project, it is necessary to make certain findings under Chapter 403 of the Code of Iowa; and

WHEREAS, it is the intention of the City to certify the amount of funds so advanced, together with interest, for reimbursement under Iowa Code Section 403.19; and

WHEREAS, the amount of funds to be advanced for the Project shall not exceed $3,000,000.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Waterloo, Iowa, as follows:

Section 1. Pursuant to Ordinance No. 4697 there has been established the Rath Urban Renewal Area Tax Increment Revenue Fund (the Tax Increment Fund), into which all incremental property tax revenues received from the Rath Urban Renewal Area are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further approves an advance of City funds for said Project.

Section 2. It is hereby directed that an amount not to exceed $3,000,000 be advanced from time to time from the Capital Improvements Fund in order to pay the costs of the Project. The advance shall be treated as an internal loan from the Capital

Improvements Fund and shall be repaid to the Capital Improvements Fund from the Tax Increment Fund at the earliest opportunity, without interest.

Section 3. The Chief Financial Officer and other City officials having responsibility for the books and records of the City shall take such actions as are necessary to comply with this Resolution, including but not limited to inclusion of these amounts in the budget, the advance and transfer of funds for the Project, and certification for reimbursement under Iowa Code Section 403.19.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, this _____ day of June, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

WITNESS my hand and the seal of said Municipality hereto affixed this _____ day of _____, 20__.

_____
City Clerk, Waterloo, Iowa

SEAL

DCORNELL/ 569667.1 /MSWord\11310.000

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/16/2022

ATTACHMENTS:

Description	Type
quote	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager
Recommended Action:	Approve Resolution
Summary Statement:	The 2021 used Walk-Behind Saw has only 13 hours and is $5,000 less than a new comparable saw. The current walk-behind saw is being used by the Street and Sewer departments. This is a problem when both departments, in different facilities, need the saw for projects. Sewer Department has funding for this saw.

Expenditure Required/Source of Funds: Sewer Funds - 520-14-4200-2112

QUOTATION

STAR EQUIPMENT LTD

CONSTRUCTION EQUIPMENT DISTRIBUTORS
SALES-SERVICE-RENTAL

1401 2nd Avenue, Des Moines, IA 50314 515/283-2215 * 800/369-2215 * Fax 515/283-0295
2950 6th Street SW, Cedar Rapids, IA 52404 319/365-5139 * 800/728-5139 * Fax 319/365-6726
2625 W Airline Hwy, Waterloo, IA 50703 319/236-6830 * 800/791-9249 * Fax 319/236-6834
2100 E. Lincoln Way, Ames, IA 50010 515/233-9500 * Fax 515/233-9505

Acct 10420

Rich Strange
City of Waterloo
625 Glenwood Street
Waterloo, IA 50702

Quote: 22416 Revised
Date: 06-15-2022
Email: Rich.strange@waterloo-ia.org
Phone: 319-215-8080

QTY	Description	List Price	Municipal Price
1	2021 Husqvarna FS5000 D26 Walk-Behind Saw: • 26" Blade - 10.5" Cutting Depth - Front Pivot – Self-propelled • 47.6hp Yanmar Diesel Engine • All Standard Equipment plus: E-Tracking	ID #: 504001 Approx. Hrs: 13	$27,120.00

		Sub Total	*$27,120.00*
FOB Point:	Factory	PDI	$325.00
Terms	Due Upon Receipt of Invoice	% Sales Tax	Tax Exempt
		Sub Total	*$27,445.00*
		Freight	$450.00
		Total	**$27,895.00**

Estimated delivery after receipt of order (in stock).
Quotation for acceptance within 10 days.

Subject to Prior Sale and
Management Approval
STAR EQUIPMENT, LTD

By _____ Date _____

Territory: 55
By Jared Vaske (319) 493-1107

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/13/2022

SUBJECT:	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.

CITY OF WATERLOO

Council Communication

Resolution Authorizing Fund Transfers.

City Council Meeting: 6/20/2022
Prepared: 6/15/2022

ATTACHMENTS:

Description	Type
Transfer Resolution FYE21 Council Comm	Backup Material

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 Lavarne in the East Waterloo Unified

				Leversee 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 Leversee 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 Leversee 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 Leversee area in the East Waterloo Unified (Midport) TIF district.
SUBJECT:	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) Bratnober 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.

Submitted by: Submitted By: Michelle Weidner, Chief Financial Officer

1. Authorizing the transfer of $8,405,961.00 from Fund 200, Trust & Agency Fund, to Fund 010, General Fund to reimburse the general fund for eligible employee benefits expenses.
The tax levy for the fiscal year ending June 30, 2022 included a portion for employee benefits that is deposited to the trust fund (Fund 200) when collected, and is subsequently available for transfer to the general fund to reimburse the general fund for employee benefits. Under state law, amounts received for the employee benefits levy are required to be deposited into the separate Trust & Agency fund and transferred to the general fund for eligible expenses. There is a printout of expenses that qualify to be paid by this levy available in my office for your review.
2. Authorizing the transfer of $655,956.00 from Fund 200, Trust & Agency Fund to Fund 010, General Fund to reimburse the general fund for the amount of the emergency levy received.
Under state law, amounts received for the emergency levy are required to be deposited into the separate Trust & Agency fund and transferred to the general fund for eligible expenses.
3. Authorizing the transfer of $3,150,538.79 from Fund 101, Tax Increment Financing Fund to

Recommended Action:

Fund 100, Debt Service Fund for the TIF portions of general obligation bond principal and interest paid during the fiscal year ending June 30, 2022.
Under state law, TIF revenue collected that is used to make debt service payments on general obligation bonds for TIF projects must be received into the TIF fund and transferred to the debt service fund.

4 . Authorizing the transfer of $2,237,520.05 from Fund 520, Sewer Fund to Fund 100, Debt Service Fund. This transfer is for the sewer fund portion of general obligation bond principal and interest paid during the fiscal year ending June 30, 2022.
Under state law, sewer revenue collected that is used to make debt service payments on general obligation bonds for sewer projects must be received into the sewer fund and transferred to the debt service fund.

5. Authorizing the transfer of $130,000.00 from Fund 207, Iowa Reinvestment District Fund, to Fund 100, the Debt Service Fund, to reimburse for debt service incurred for the 2017C bond issue.
Under state law, revenue received into a special revenue fund and intended to reimburse debt service must be transferred to the debt service fund by resolution.

6. Authorizing the transfer of $859,105.00 from Fund 010, General Fund, to the Road Use Tax Fund to use interest earned on the Transfer of Jurisdiction funds for University Avenue reconstruction.
Under state law, interest earned on Road Use Tax funds is to be recorded in the General Fund. The reconstruction of University Avenue is being accounted for in Fund 266, the Road Use Tax Fund. Therefore, a transfer to the Road Use Tax Fund is required.

7. Authorizing the transfer $2,139,509.40 of federal American Rescue Plan Act funds from Fund 010, the General Fund, to Fund 290, the Grants Fund to be used for fiber backbone construction. *Since the accounting for the fiber construction is being completed using Fund 290, the Grants Fund, a transfer to the Grants Fund is required.*

8. Authorizing the transfer of $5,425,487.18 from Fund 101, Tax Increment Financing Fund to Fund 426, Capital Improvements Fund to reimburse amounts paid for various projects in the TIF districts as outlined above.
Under state law, TIF revenue collected that is used directly for TIF projects must be received into the TIF fund and transferred to the capital projects fund.

9. Authorizing the transfer of $52,076.99 from Fund 101, Tax Increment Financing Fund to Fund 010, General Fund to reimburse amounts paid for administrative expenses for TIF activities.
Under state law, TIF revenue collected that is used directly for TIF projects must be received into the TIF fund and transferred to the general fund (paying fund).

10. Authorizing the transfer of $98,500.00 from the Tax Increment Financing Fund to the General Fund to record the advance from the general fund for operating expenses.
Under state law, expenses cannot be paid using Tax Increment revenue until they are certified with the state.

Data/Analysis and Strategies: These transfers are made to comply with state law and council's direction regarding sources of payment for various expenses.

Council Communication
City Council Meeting: June 21, 2021
Prepared: June 12, 2021

Dept. Head Signature: Michelle C. Weidner

Number of Attachments: None

SUBJECT: Year-end Transfer Resolutions

Submitted by: Michelle C. Weidner, Chief Financial Officer

Recommended City Council Action: I recommend the adoption of the following resolutions to comply with state law:

1. Authorizing the transfer of $8,619,067.00 from Fund 200, Trust & Agency Fund, to Fund 010, General Fund to reimburse the general fund for eligible employee benefits expenses.

   The tax levy for the fiscal year ending June 30, 2021 included a portion for employee benefits that is deposited to the trust fund (Fund 200) when collected, and is subsequently available for transfer to the general fund to reimburse the general fund for employee benefits. Under state law, amounts received for the employee benefits levy are required to be deposited into the separate Trust & Agency fund and transferred to the general fund for eligible expenses. There is a printout of expenses that qualify to be paid by this levy available in my office for review.

2. Authorizing the transfer of $664,061.53 from Fund 200, Trust & Agency Fund, to Fund 010, General Fund to reimburse the general fund for the amount of the emergency levy received.

   Under state law, amounts received for the emergency levy are required to be deposited into the separate Trust & Agency fund and transferred to the general fund for eligible expenses.

3. Authorizing the transfer of $2,908,523.34 from Fund 101, Tax Increment Financing Fund to Fund 100, Debt Service Fund for the TIF portions of general obligation bond principal and interest paid during the fiscal year ending June 30, 2020.

   Under state law, TIF revenue collected that is used to make debt service payments on general obligation bonds for TIF projects must be received into the TIF fund and transferred to the debt service fund.

4. Authorizing the transfer of $5,263,970.76 from Fund 520, Sewer Fund to Fund 100, Debt Service Fund. This transfer is for the sewer fund portion of general obligation bond principal and interest paid during the fiscal year ending June 30, 2021.

   Under state law, sewer revenue collected that is used to make debt service payments on general obligation bonds for sewer projects must be received into the sewer fund and transferred to the debt service fund.

5. Authorizing the transfer of $99,820.00 from Fund 207, Iowa Reinvestment District Fund to the Debt Service Fund, Fund 100, to reimburse for debt service incurred to pay principal for the 2017C bond issue.

   Under state law, funds received into one special revenue fund that need to be transferred to the debt service fund should be approved by resolution.

6. Authorizing the transfer of $2,297,971.70 from Fund 101, Tax Increment Financing Fund to Fund 426, Capital Improvements Fund to reimburse amounts paid for the following projects:

a.	San Marnan Ansborough Ave improvements	$ 44,765.25
b.	San Marnan land acquisition	1,236,082.44
c.	NE Site wetland delineation and mitigation	17,079.01
d.	East Waterloo Unified (Logan) North Crossing payment	1,000,045.00
	Total	$ 2,297,971.70

   Under state law, TIF revenue collected that is used directly for TIF projects must be received into the TIF fund and transferred to the capital projects fund.

Summary Statement: See explanations provided above with each paragraph.

Expenditure Required: Various as noted above.

Source of Funds: Various as noted above.

Policy Issue: These transfers are made to comply with state law and council's direction regarding sources of payment for various expenses.

Alternative: None.

Background Information: See above.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/13/2022

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

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/7/2022

ATTACHMENTS:

Description	Type
Change Order #1 - 5 Bros Plaza Reno	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	To furnish and install MasterSeal Traffic 2500 Light Duty System: proper prep of exisiting concrete slab and joints, install MasterSeal M 27 basecoat (waterproofing membrane) and install MasterSeal TC 295 (UV stable. All work to be compeleted in one mobilzation add $24,950.00. 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)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
City of Waterloo Sullivan Brothers Plaza Renovation, Waterloo, IA.	Contract For: General Construction Project No: 21-25083 Date: February 24, 2022	Change Order Number: 001 Date: June 3, 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. To furnish and install **MasterSeal Traffic 2500 Light Duty System;** proper prep of existing concrete slab and joints, install MasterSeal M 270 basecoat (waterproofing membrane) and install MasterSeal TC 295 (UV stable). All work to be completed in one mobilization.....**Add $24,950.00**

REDUCE SPECIFIED EPOXY COATING ALLOWANCE FROM $80,000.00 TO $55,050.00. 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)	Vieth Construction Corporation	City of Waterloo
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Nathan Compton, Architect/Project Manager	Tony Vieth, President	Quentin Hart, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
June 3, 2022	6/6/22	
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA48)

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/1/2022

ATTACHMENTS:

	Description	Type
	Change Order #8	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Matt Schindel, Associate Engineer
Recommended Action:	Approve change order.
Implementation, Accountability, and Communication:	

CITY OF WATERLOO, IOWA

CHANGE or EXTRA WORK ORDER NO. 08

PROJECT: Shaulis Road Reconstruction Project, CONTRACT NO. RM-8155(772)—9D-07

Date Prepared: 05-31-2022 AMOUNT: **$28,490 Increase**

TO: Peterson Contractors Inc, Contractor

You are hereby ordered to make the following changes from the plans and specifications or perform the following extra work on your contract dated Contract Date.

A. Description of change to be made or extra work to be done:

(1) Additional Signage that has been requested as part of the Stage II Construction for the surrounding businesses- +$28,490

B. Reason for ordering change or extra work:

(1) Detour signage for surrounding businesses

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

1. $28,490 Participating

Total Net Increase $28,490

CITY OF WATERLOO

BY: _____
Mayor Date

ATTEST:

_____
City Clerk Date

Peterson Contractors, Inc.
CONTRACTOR

BY: Chris D. Fleshner Digitally signed by Chris D. Fleshner DN: C=US, E=cfleshner@pcius.com, CN=Chris D. Fleshner Date: 2022.06.08 10:35:56-05'00'
Date

PRINTED NAME: Chris D. Fleshner

TITLE: Project Manager

APPROVED:

_____
City Engineer Date

CHANGE ORDER

Distribution:
Owner X
Engineer X
Contractor X
Field
Other

HR Green, Inc.
8710 Earhart Lane S.W.
Cedar Rapids, IA 52404
(319) 841-4000 FAX (319)841-4012

PROJECT: Waterloo, IA Shaulis Road Reconstruction – Hess Road to US-218	**Change Order No.**	08
	Date	May 25, 2022
To Contractor: Peterson Contractors, Inc. 104 Black Hawk Street Reinbeck, IA 50669	**Project No.**	190428.04
	Original Contract Date	May 17, 2021

This Change Order includes the following:

(1) Additional Signage that has been requested as part of the Stage II Construction for the surrounding businesses

The original Contract Sum was	$8,715,769.61
Net change by previously authorized Change Orders	$83,008.33
The Contract Sum prior to this Change Order was	$8,718,919.61
The Contract Sum will be increased by this Change Order in the amount of	$28,490
The new Contract Sum including this Change order will be	$8,827,267,94
The Contract Time will be (increased) by	0
The date of Substantial Completion as of the date of this Change Order therefore is	September 21, 2021
The date of Final Completion as of the date of this Change Order therefore is	September 15, 2023

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE, if applicable**, AND OWNER**

Contractor	Owner's Representative	Owner	
Peterson Contractors, Inc.	**HR Green, Inc.**	**City of Waterloo, IA**	
By Chris D. Fleshner	By Anthony Babcock Digitally signed by Anthony Babcock DN: C=US, E=tbabcock@hrgreen.com, OU=HR Green, CN=Anthony Babcock Location: Shaulis Road - Waterloo, IA Reason: Change Order 08 Date: 2022.06.08 10:51:54-05'00'	By	By
Date: 6-8-22	Date: 6/8/2022	Date:	Date:

PETERSON CONTRACTORS, INC.

EXTRA WORK AUTHORIZATION

PO Box A
Reinbeck, Iowa 50669
Phone: 319-345-2713
Fax: 319-345-2991
www.petersoncontractors.com

Project Name:	Shaulis Road Reconstruction	**PCI Job #**	J9215
Date:	05/25/22	**Extra Work Autorization #**	

Remarks or Description of Extra Work:

PCI was asked to provide additional Detour and Traffic Signage for Stage II construction on Shaulis Rd. This work was approved in the field and this is the follow up to the direct. This includes installation, removal, and reinstallation of the sign bases due to the staging changes.

Item #	Description	Quantity	Units	Base Unit Rate	% Mark Up	% Discount	Adjusted Unit Rate	Total Amount
***	Additional Signage	1.00	LS	$25,900.00	10.00%	0.00%	$28,490.00	$28,490.00
					0.00%	0.00%	$0.00	$0.00
					0.00%	0.00%	$0.00	$0.00
					0.00%	0.00%	$0.00	$0.00
					0.00%	0.00%	$0.00	$0.00
					0.00%	0.00%	$0.00	$0.00
					0.00%	0.00%	$0.00	$0.00
						Total Amount:		**$28,490.00**

The work covered by this authorization shall be performed in accordance with the same terms and conditions as included in the original contract.

Work Authorized and Changes Approved by:

Prime Contractor or Owner:		**Peterson Contractors, Inc.**	
By:		By:	Chris D. Fleshner
Title:			
Date:		Date:	5/25/2022

IOWA PLAINS SIGNING, INC.

SAFER ROADS SAVE LIVES

Associated General Contractors of Iowa

1110 W. 6TH AVENUE (HWY. 210 W) | P.O. BOX 654 | SLATER, IOWA 50244-0654
TELEPHONE:(515) 685-3536 FAX: (515) 685-3530

April 29, 2022

Peterson Contractors, Inc
104 Blackhawk Street Box A
Reinbeck, Iowa 50669

RE: Black Hawk 2021 Shaulis Road Reconstruction Hess Road to US-218

To Whom It May Concern:

Iowa Plains Signing, Inc. is requesting the following contract modification for the above referenced project. This request per contracting authority is for additional signage. IPSI has been requested to provide a large amount of business access signage for Lost Island and KOA Campground. Sheet J.10 provided as part of this request indicates over 50 signs post-mounted on over 40 posts. We anticipate these signs to remain in place for the majority of the 2022 working season. Please see the following price to perform this work.

Additional Signage - $25,900.00 Lump Sum

Please submit this information for processing. Contract Modification must be accepted, signed and returned to Iowa Plains Signing, Inc. If you have any questions, please give my office a call. Price does not include prime mark-up.

Respectfully Submitted,
Curtis Weeks

_____
Accepted By Date

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/10/2021

ATTACHMENTS:

	Description	Type
	Exhibit A	Backup Material

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

BEHAR BAR	312 W 4TH ST
BEST DEALS	1459 ANSBOROUGH AVE
BJ'S BAR AND BILLIARDS	110 IDA ST
BROADWAY LIQUOR	821 BROADWAY ST
CASEY'S GENERAL STORE #2427	3035 LOGAN AVE
CASEY'S GENERAL STORE #2866	51 E. TOWER PARK DR
CASEY'S GENERAL STORE #2867	2424 RANCHERO RD
CASEY'S GENERAL STORE #2879	3260 UNIVERSITY AVE
CASEY'S GENERAL STORE #2880	1604 LA PORTE RD
CENTRAL IOWA VAPORS	2829 UNIVERSITY AVE
CORK'S GROCERY	1956 LAFAYETTE ST
DOLLAR GENERAL STORE #10073	3815 UNIVERSITY AVE
DOLLAR GENERAL STORE #4698	2935 LOGAN AVE
DOLLAR GENERAL STORE #7136	66 E. TOWER PARK DR
DOLLAR GENERAL STORE #7162	820 W 5TH ST
DOLLAR GENERAL STORE #20584	1650 IDAHO ST
DOLLAR GENERAL STORE #21528	428 E 1ST ST
ELECTRIC UNDERGROUND	1205 E. SAN MARNAN DR
FAREWAY #951	40 W. SAN MARNAN DR
GREENLEAF TOBACCO & E-CIGS	1503 E SAN MARNAN DR
GUDDI MART	306 BYRON AVE
HOMETOWN FOODS	1010 E MITCHELL AVE
HY-VEE FOOD STORE #1	2834 ANSBOROUGH AVE
HY-VEE FOOD STORE #2	2181 LOGAN AVE
HY-VEE FOOD STORE #3	1422 FLAMMANG DR
HY-VEE GAS #1	3700 UNIVERSITY AVE
HY-VEE GAS #2	2221 LOGAN AVE
HY-VEE GAS #3	1512 FLAMMANG DR
HY-VEE WINE & SPIRITS #1	2126 KIMBALL AVE
INDEPENDENCE LIQUOR & FOOD	1761 INDEPENDENCE AVE
ISLE CASINO HOTEL WATERLOO	777 ISLE OF CAPRI BLVD
JIM LIND SERVICE	230 E. RIDGEWAY AVE
JIM'S FOOD	437 SULLIVAN AVE
KARMA BAR	309 W 4TH ST
KINGS & QUEENS CLUB	304 W 4TH ST
KWIK STAR #229	1717 E. SAN MARNAN DR
KWIK STAR #380	506 W 9TH ST
KWIK STAR #569	875 FISHER DR
KWIK STAR #715	1636 W 4TH ST
KWIK STAR #722	1214 FRANKLIN ST
KWIK STAR #723	707 BROADWAY ST
KWIK STAR #724	1105 CEDAR BEND DR
KWIK STAR #732	324 FLETCHER AVE
KWIK STAR #1004	111 E DONALD ST
KWIK STOP 4	515 BROADWAY ST
LOCKER ROOM LOUNGE	1918 HAWTHORNE AVE
THE LOFT	710 JEFFERSON ST

LOGAN CONVENIENCE STORE	735 LOGAN AVE
LOVE'S TRAVEL STOP #702	3301 GREYHOUND DR, SUITE A
METRO MART #1	3201 W 4TH ST
METRO MART #4	2332 FALLS AVE
NATIONAL CIGAR STORE	617 SYCAMORE ST
NEW STAR FLETCHER	315 FLETCHER AVE
NEW STAR LIQUOR	1625 W 4TH ST
PRIME MART 1	3535 MARIGOLD DR
PRIME MART 3	1008 LA PORTE RD
PRIME MART 5	1309 LAFAYETTE ST
RAY'S SUPERMARKET	1975 FRANKLIN ST
ROMANTIX ADULT EMPORIUM	1507 LA PORTE RD
SMITTY'S BAR	709 JEFFERSON ST
TOBACCO OUTLET PLUS #500	1803 LAPORTE RD
WALGREENS #10855	1850 LOGAN AVE
WALGREENS #3590	3910 UNIVERSITY AVE
WALGREENS #7455	111 W. RIDGEWAY AVE
WAL-MART #1496	1334 FLAMMANG DR
WEST SIDE LIQUOR	919 W 5TH ST
XO FOOD & LIQUOR	428 FRANKLIN ST
YESWAY STORE #10022	1976 FRANKLIN ST
YESWAY STORE #10023	117 E. SAN MARNAN DR

CITY OF WATERLOO

Council Communication

Bonds.

City Council Meeting: 6/20/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Bonds for Council Approval 06.20.2022	Backup Material

SUBJECT: Bonds.

BONDS FOR COUNCIL APPROVAL
June 20, 2022

RIGHT OF WAY CONSTRUCTION BOND — AMOUNT $15,000.00

55-193385	DONNA L. NELSON AND VERNER D. NELSON	WATERLOO, IA
IA566969	FRICKSON ASPHALT EXCAVATION	EVANSDALE, IA
IA5944253	LISTER CONCRETE PRODUCTS & RAILING FABRICATIONS, LLC	EVANSDALE, IA
CMS0349034	METRO FIBERNET, LLC	EVANSVILLE, IN
65538097	TONY BARKER DBA TONY BARKER CONSTRUCTION	WATERLOO, IA

CITY OF WATERLOO

Council Communication

FY2023 CIP Pipelining Phase IVA3 Contract No. 1063.

City Council Meeting: 6/20/2022
Prepared: 6/7/2022

ATTACHMENTS:

Description	Type
Bid Tabulation	Backup Material

SUBJECT:	Public hearing cancelled and rescheduled for July 18, 2022.
Submitted by:	Submitted By: Brian Bowman, Treatment Operations Supervisor
Summary Statement:	All bids received on June 9, 2022 were rejected. Rebidding for this project is set for July 14, 2022.

FY 2023 CIP Pipelining Phase IVA3, Contract No. 1063
June 9, 2022 Bid Tab

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

CITY OF WATERLOO

Council Communication

FY2023 One-Year Action Plan for CDBG and HOME Funds for the Waterloo/Cedar Falls Consortium.

City Council Meeting: 6/20/2022
Prepared: 5/10/2022

ATTACHMENTS:

	Description	Type
🗋	FY2023 Allocations and Reprogrammed Funds	Backup Material
🗋	Draft FY23 Annual Action Plan	Backup Material

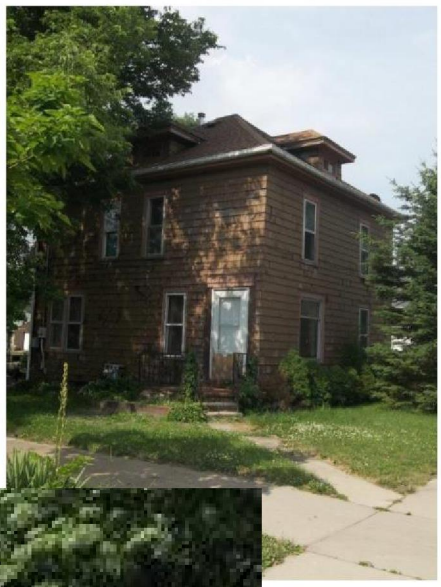
SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING- No comments on file. Motion to close hearing and receive and file oral and written comments and recommendation of approval. Resolution approving proposed funding recommendations set forth by the Community Development Board for the FY2023 One-Year Action Plan for CDBG and HOME Program Funds for the Waterloo/Cedar Falls Home Consortium.
Submitted by:	Submitted By: Rudy D. Jones, Community Development Director
Recommended Action:	Motion to receive and file proof of publication of notice of public hearing. Hold Hearing- comments on file Motion to close hearing and receive and file oral and written comments. Resolution approving the proposed funding recommendations.
Summary Statement:	A 30-day comment period was advertised on May 1, 2022 in the Waterloo Courier and held from May 1, 2022 -May 31, 2022 on the proposed one-year action plan. The board has approved the following recommendations see attached spreadsheet.

CDBG Organization	CODE	Index Tab	FY22 funding Level	FY23 Request	FY 23 SubCommittee Recommendation-	FY 23 Reprogrammed Funding	Activity
Operation Threshold	HSG	4	$ 40,000	$ 40,000	$ 20,000		Operation Threshold Minor Rehab Program
Emergency Repairs	HSG	5	$ 160,000	$ 100,000	$ 100,000		Emergency repair for single family homes.
General Program Administration (20% of allocation)	ADM	6	$ 253,821	$ 253,821	$ 240,000		CDBG Administration 20%
Iowa Heartland Habitat of Humanity	HSG	7	$ 25,000	$ 50,000	$ 50,000		Targeted Revitalization **but not limited to** Walnut and Church Row locations
Neighborhood Services	PS	8	$ 90,000	$ 95,000	$ 85,000		Neighborhood Services Liaison
Northeast Iowa Food Bank	PS	9		$ 70,000	$ 20,000		Cedar Valley Food Pantry
Boys and Girls Club of Cedar Valley	PF	10		$ 400,000	$ 230,000	$ 120,000	Lime Street renozations- Zone 1A- Community Presence/COVID Restrooms
Iowa Legal Aid	PS				$ -		
Waterloo Leisure Services	PF	11		$ 100,000	$ 200,000		Edison School Park Project Phase- Playground Equipment
Rehabilitation Administration	ADM	12	$ 250,000		$ 75,000	$ 50,000	Rehabilitation Project Delivery Costs
Housing Rehabilitation	HSG	13	$ 400,288		$ 130,000	$ 328,662	Rental Rehabilitation Loan Program/Broadband
Clearance and Demolition	SBS			$ 25,000	$ 30,000		Garage Demolition
One City United	HSG		$ 50,000				
The Salvation Army	PS				$ 20,000		Housing Services- Emergnecy Shelter
TOTAL CDBG REQUESTS			**$ 1,269,109**	**$ 1,133,821**	**$ 1,200,000**	**$ 498,662**	

HOME Organization	CODE	Index Tab	*FY22 Funding Level*	*FY23 Request*	*FY 23 SubCommittee Recommendation-*	*FY 23 Reprogrammed Funding*	*Activity*
City of Cedar Falls	HSG	15	$ 103,282		$ 103,282	$ 222,718	Annual Allocation - HOME Consortium for CHDO New Construction
Iowa Heartland Habitat for Humanity (CHDO Request) 15% =	HSG	16	$ 73,773		$ 75,000		Affordable Single Family Homes - New Construction Calhoun $ Waterloo, $Cedar Falls
New Construction of Affordible Housing	HSG				$ 36,374	$ 366,081	New Construction of affordable housing - infill spots
Single Family Rehabilitation	HSG	17					Single Family Owner-Occupied Rehabilitation
Operation Threshold	TBRA	18		$ 30,000	$ 20,000		Security Deposit
Community Development Security Deposits	TBRA					$ 30,000	
3 Little Lambs LLC-Jonathan Brundrett	HSG		$ 240,000				Magnolia Place- needs to be completed two years from contract signing-note this funding was re allocated back to Com Dev
Down Payment Assistance	HSG	19			$ 207,980	$ 212,020	Home Buyer Assistance for income qualified first time home buyer
Acquisition- Ricker St. Other dilapidated properties	HSG					$ 300,000	Reprogrammed funding rehabilitation Acquisition/Rehab/Resale of dilapidated properties on Ricker St.
Down Payment Assistance- Developer		20	$ 300,000				Developer Down Payment Assistance-DPA -Homeowner
Administration (10% of allocation)	ADM	21	$ 49,181		$ 49,181		HOME Administration
TOTAL HOME REQUESTS			**$ 766,236**	**$ 30,000**	**$ 491,817**	**$ 1,130,819**	

WATERLOO/CEDAR FALLS HOME CONSORTIUM

Draft Version







HUD 2022
ANNUAL ACTION PLAN



FY 2023
City of Waterloo

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The purpose of the Five Year Consolidated Plan is to help the City assess the affordable housing and community development needs and market conditions. The City uses its Strategic Plan and additional data that is gathered through community assessments to determine how federal funds from the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs provided through the U.S. Department of Housing and Urban Development will be invested. The Consolidated Plan is carried out through the Annual Action Plan which provides a concise summary of actions, activities and the specific federal and non-federal resources will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. This Annual Action Plan will lay out the use of funding for the HUD program year 2022 / City fiscal year 2023.

Community Development Block Grant funds (CDBG) must be used to assist low-moderate income individuals and households, low-moderate income areas or address an urgent need. The cities of Waterloo and Cedar Falls have established a consortium under the federal HOME program, which allows contiguous units of local government that would not otherwise qualify for funding to form a consortium to directly participate in the program. The City of Waterloo is the designated lead entity for the Waterloo/Cedar Falls HOME Consortium. HOME funding is used to address specific housing needs such as rehabilitation of owner-occupied housing; assistance to homebuyers; acquisition, rehabilitation, or construction of rental housing; and tenant-based rental assistance.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The goals and outcomes identified in this Action Plan are taken from the Consolidated Plan which describes how federal funds and other resources will be allocated and what other actions will be taken to address community development and affordable housing needs over the next five years. Activities chosen for the fiscal year support these goals.

- To provide decent housing in the community by preserving and providing new affordable housing, reducing barriers to housing, increasing supportive housing for those with special needs, and transitioning homeless persons and families into housing.
- Provide suitable living environments by eliminating slums and blight, create safer and more resilient neighborhoods, integration of low and moderate income residents in both communities with housing opportunities, improve access to public services and facilities, and reinvest in deteriorating neighborhoods.
- Expand economic opportunities through more jobs paying self-sufficient wages, homeownership opportunities, improving access to employment, development activities that promote long-term community viability, and the empowerment of low and moderate income person to achieve self-sufficiency through public services and other means.

3. Evaluation of past performance

CDBG funding provided match funding for the Lead Hazard Control Program that provides low-moderate income households with lead hazard remediation. CDBG funding was also used to complete necessary repairs and provide rehabilitation that would not otherwise be provided through the Lead Hazard Control/Healthy Homes Grant. The Emergency Repair Program provided low-moderate income homeowners assistance for repairs affecting the health, safety or well-being of the occupants. Habitat for Humanity Critical Repair Program and Operation Threshold Minor Rehabilitation Program provided services to low-moderate income homeowners throughout the city and in the targeted Walnut and Church Row Neighborhoods that were in need of immediate home repairs. Neighborhood Services connected low-moderate income neighborhoods to services and worked as a liaison between the city and neighborhood associations. Public Services agencies such as the Salvation Army provided homeless individuals with emergency shelter and services. The Northeast Iowa Food bank provided food boxes to households facing food insecurity. Iowa Legal Aid provided legal services to low-moderate income households in need of assistance with housing matters. HOME funds provided direct homebuyer assistance up to $10,000 for low-moderate income first time homebuyers. Iowa Heartland Habitat for Humanity is the designated Community Housing Development Organization (CHDO). Funding provided resulted in the new construction of a home that was sold to a low-moderate income homebuyer. These programs are designed to meet the highest priority needs. Housing rehabilitation and homeownership are the cities highest priorities. According to Realtor.com, during FY23 the average listing home price in Waterloo increased from $117,000 to $134,900 or 8.6%, widening the gap between low-moderate income households and homeownership. During FY23 we will be increasing our direct homeowner assistance to meet the demands of the rising housing market.

4. Summary of Citizen Participation Process and consultation process

Waterloo and Cedar Falls conducted a multi-pronged approach to citizen participation and engagement during the planning of the Five Year Consolidated Plan. An online survey was posted on each city's website for a 20-day period. Social media outlets from both cities, but also each school district, other organizations, and neighborhood groups were used to share the online survey. Paper versions of the same survey were also made available through city offices, but also at local agencies and organizations that provide assistance to low-income households. Those agencies included Operation Threshold, The Northeast Iowa Food Bank, and Eastside Ministerial Alliance. In addition, other opportunities for outreach were utilized to notify the upcoming survey, including the 2018 Waterloo Fall Neighborhood Association Leadership Meeting.

Four focus groups were also organized with stakeholders from the community representing public agencies and private non-profit organizations that serve both communities. For those that were unable to attend, follow up one-on-one interviews and digital surveys utilizing the focus group questionnaires were used for input.

Based on the input received from the community, stakeholders, including service providers, non-profit organizations, city departments and staff, the prepared housing market analysis, and the analysis of impediments, a set of priorities were established by the cities for the next five years. The planning process and input were utilized for preparing the Five-Year Consolidated Plan and subsequent Annual Action Plans.

The input included a review on identifying city needs and evaluation of existing resources. Additional information provided by focus groups and one-on-one meetings identified additional needs and gaps in services, and provided input in establishing strategies to address both the needs and gaps in services and programs in the community. Additional

information, including city regulations and ordinances, and additional data and resources were also utilized for preparing the Consolidated Plan.

On October 26, 2021 the public notification process began when agencies were contacted and information regarding our annual application process was posted on the City of Waterloo website. Applications for funding were also available at this time on the city website. On November 10, 2021 a Virtual Informational Forum was held to answer questions regarding the annual funding cycle. The application deadline was December 31, 2021 for the FY23 city funding cycle. The first public hearing for citizen input was held on January 25, 2022. The second public hearing and subcommittee recommendations was held on February 15, 2022. The city then held a public 30-Day Comment Period in the Waterloo Cedar Falls Courier and posted the comment period on the city website. The comment period was May 1, 2022 through May 31, 2022. The third public hearing was held during the City Council meeting on June 20, 2022.

5. Summary of public comments

During the January 25, 2022 public hearing the following comments were received:

Barb Prather, Director of the Northeast Iowa Food Bank discussed funding, there is always a need and with COVID still in our midst the need is greater. Ms. Prather mentioned that it does not look like Community Development is funding their organization with FY23 funding but reminded staff that there is always people who are food insecure. Ms. Prather is concerned about SNAP changes at the state level which would mean less food support for people and she also mentioned that if the Disaster Proclamation goes away that funding will also go away.

Barb Grant, Director Operation Threshold thanked the staff for supporting her organization and both programs- Minor Repair and the Security Deposit Program in the past and in the future. She stated that most likely the Minor Repair funds would go towards roofs and the Security Deposit funds will be needed as evictions will most likely increase.

William Kay, Landlord in the Walnut area, Mr. Kay is concerned that we have programs to help LMI clients but do not have any programs to help landlords fix up their properties. Ms. Fordyce explained that a new Rental Rehabilitation Loan program is being implemented and that may be something that Mr. Kay would take advantage of.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted and considered.

7. Summary

The City of Waterloo engaged in a variety of public outreach and provided different levels of opportunity for public input from the community in order to prepare an Annual Plan that best reflected the needs of the community. The goals demonstrated in this Annual Action Plan are based on the Five-Year Consolidated Plan. However, public comments and consultation were given great consideration in the final outcome of the FY2023 Annual Action Plan. Over the next year Waterloo will continue to provide housing and community development services through housing programs and through partnerships with a wide variety of community and public service providers. Affordable housing remains our number one goal and we will engage in activities to support and achieve our affordable housing goals. This year additional activities will be undertaken to create additional affordable housing, increase homeownership and provide rehabilitation loans to landlords with low-moderate income tenants.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	WATERLOO	
CDBG Administrator	WATERLOO	Community Development Department
HOPWA Administrator		
HOME Administrator	WATERLOO	Community Development Department
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative

The Waterloo Community Development Department is the lead agency for the preparation of the Waterloo/Cedar Falls Consolidated Plan and the HOME grant program. Waterloo and Cedar Falls are part of a HOME Consortium to receive HOME funds to address housing needs in the two communities. Each city is responsible for the administration of their respective CDBG Program.

Consolidated Plan Public Contact Information

Waterloo Community Development
620 Mulberry St. Ste. 202
Waterloo, IA 50703
Phone- 319-291-4429
Fax- 319-291-4431

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

In 2018-2019 during the development of the 2019-2023 Five Year Consolidated Plan is when the main consulting occurred. Four focus groups were organized on December 4, 5, and 6, 2018 with the community development staff from both Waterloo and Cedar Falls to discuss the current needs and gaps in services, actions that would remove barriers, as well as what actions the two communities could take to improve those issues. For those agencies and non-profits that were unable to attend the focus groups, additional one-on-one meetings were held.

In preparation of the 2022 Annual Action Plan the City of Waterloo consulted with agencies that focused on affordable housing and homelessness. The City of Waterloo consulted with Vandewalle and Associates to develop the Live Learn City Central Project. The project includes revitalizing downtown neighborhoods through improved housing and increased access to job opportunities within those neighborhoods. The City's Elevate Housing Plan aligns with the goals of the Five Year Consolidated Plan of increasing affordable housing, improving rental housing and creating suitable living environments. Recommendations from the consultation process along with the Five Year Consolidated Plan goals were taken into consideration for the 2022 Annual Action Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

During the Consolidated Plan consultations, Waterloo Community Development staff and City of Cedar Falls staff met with 28 different Cedar Valley organizations. The organizations formed focus groups to talk about housing, healthcare, utilities, homelessness, childcare, transportation and other general need topics. Each agency was able to contribute to the group the services they provide in the community.

Waterloo Community Development meets with the Black Hawk County Health Department to discuss rehabilitation services and children with elevated blood lead levels (EBL) monthly. The Community Development staff keeps the Black Hawk County Health Department up to date on programs available to the community. In turn, Black Hawk County Health Department has partnered with Waterloo Community Development to provide lead and Healthy Homes assessments, and outreach for our current grant funding.

The Waterloo Community Development Board holds its monthly board meeting the third Tuesday of every month. During the meeting a service agency is invited to speak to the board and explain the types of services they provide. This provides open discussion on how we can partner our services to be more effective in the community.

Waterloo Community Development also met with People's Community Health Clinic to discuss the COVID-19 pandemic. People's Community Health Clinic provides low-moderate income families with health services such as medical, dental and mental health services. We were able to discuss the gaps in services that the clinic is providing. The COVID-19 pandemic has resulted in the need to increase the clinic's mental health services. Waterloo Community Development

was able to secure funding through CARES Act funding to provide a grant to the clinic for an additional entrance, drive up pharmacy and 12 additional patient rooms for social distancing. The additional space will also allow the clinic to increase its mental health services.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Coordinated Entry, which identifies goals, principles, and identified targeted populations. In addition, the Policy and Procedure identifies the designated lead agency for coordinated entry procedures, provides guidance for assessments, screening, prioritization, and also provides guidance for the evaluation and updating of these procedures. Representative from agencies, including Community Housing Initiatives, the designated lead agency, which is a member of the Black Hawk County Homeless Coordinating Board (LCHB) participated in the December 4th focus group and provided detailed information on housing needs for homeless persons as well as those that are at-risk of homelessness, and provided input on housing needs, barriers, and potential solutions.

The homeless coordinating board also meets every Tuesday to discuss the homeless listings and to pull individuals off the coordinated entry list based on available resources of the participating members. Waterloo Community Development is also a part of the Tuesday group meeting to assess the number of homeless and chronically homeless individuals and families.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Waterloo and Cedar Falls currently do not receive ESG funds. The Black Hawk County Local Homeless Coordinating Board (LCHB) is the region's Continuum of Care (Coc) organization, which manages homelessness policies and coordinates entry. The LCHB has extensive membership, with over 50 members and with representation from approximately 40 different agencies, including state and local government agencies, non-profit, faith-based organizations, health clinics, and local businesses. The board meets every two months to coordinate their efforts to respond to housing and service needs of Black Hawk County's homeless population. In addition, the board organizes the annual Point-In-Time survey, which is conducted in January of every year. The LHCB does have a county-wide focus, but the majority of services and needs are met within Waterloo and Cedar Falls.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	WATERLOO HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	One on one interviews and group participation with consultants. Waterloo Housing Authority provided insight to the number of individuals in the area waiting for housing assistance. Waterloo Housing Authority was also a participant in the Waterloo Housing Task Force assembled to discuss rental housing and work on solutions to the deteriorating conditions of rental housing in the City.
2	**Agency/Group/Organization**	Black Hawk County Health Department
	Agency/Group/Organization Type	Services-Children Services-Health Health Agency Child Welfare Agency Agency - Emergency Management Other government - County
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Monthly meetings were held with the Black Hawk County Health Department to discuss lead based paint and outreach for the Lead Hazard Control Program. Waterloo Community Development also provided consultation to Black Hawk County Health to update the Lead Based Paint Ordinances in Black Hawk County.

3	**Agency/Group/Organization**	City of Cedar Falls
	Agency/Group/Organization Type	Housing PHA Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Waterloo is in a HOME Consortium with the City of Cedar Falls. Regular meetings were held to discuss affordable housing strategies, economic development and homeless strategies. The two cities also consulted about programs needed in the area specific to housing.
4	**Agency/Group/Organization**	IOWA HEARTLAND HABITAT FOR HUMANITY
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	In person and virtual meetings were held with Habitat for Humanity. Habitat is the CHDO for Waterloo and Cedar Falls. Habitat also participates in the neighborhood revitalization projects in the Walnut and Church Row Neighborhoods. Habitat is also working to increase the number of homeowners in the City. Habitat for Humanity also participates in a number of City consultation meetings for the City Central Project.
5	**Agency/Group/Organization**	Family Management
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-Persons with Disabilities

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation was provided through emails and over the phone conversations. Family Management is a HUD approved housing counselor and also a sub recipient of COVID funding. Conversations were based upon current emergency needs in the area and homebuyer assistance.
6	**Agency/Group/Organization**	Hawkeye Community College
	Agency/Group/Organization Type	Housing Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Economic Development Construction education and skilled labor needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A meeting was held with staff from Hawkeye Community College's Sustainable Construction Program. Topics discussed included the shortage of contractors and skilled labor in the area. We also discussed the sustainable construction homes being built by students and sold on the open market as affordable units. Discussions also included how the college and the City can partner to provide the necessary tools for students to become employed in the workforce and stay in the area and become general contractors.
7	**Agency/Group/Organization**	Northeast Iowa Area Agency on Aging
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Northeast Iowa Area Agency on Aging was consulted to discuss the needs of the senior population in the City. Discussions also included the effects COVID-19 has had on the senior population. Outcomes include the implementation of a couple of new programs for seniors as a result of the COVID-19 pandemic.
8	**Agency/Group/Organization**	City of Waterloo Planning and Zoning Department
	Agency/Group/Organization Type	Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Other government - Local Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Multiple virtual and in person meetings were held to discuss school sites, land development and vacant lot infill.
9	**Agency/Group/Organization**	Salvation Army Shelter
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Virtual meetings and emails were used for consulting. The Salvation Army participates in the Continuum of Care and also the local homeless coordinating board. Discussions included effects of COVID-19, staff shortage for shelters and the shelter process from entrance to exit.
10	**Agency/Group/Organization**	People's Community Health Clinic
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS Services-Homeless Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Healthcare
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Waterloo Community Development met with People's Clinic through virtual meetings, in person meetings and email. Discussion included healthcare needs in the area and how the pandemic has effected the clinic.

Identify any Agency Types not consulted and provide rationale for not consulting

Additional groups that were consulted included Magellan Advisors and Vandewalle and Associates. The IDIS System would not allow me to add these consultations. Magellan Advisors is providing the City of Waterloo with planning and improvements to the fiber and broadband in the City. At this time it is consultation services. Vandewalle and Associates provide planning and implementation for the Live Learn City Central Project which includes housing, transportation, redevelopment and project planning.

Agencies that were not consulted included agencies that were consulted during the Five Year Consolidated Planning process but were not included in the Goals and Objectives of the Five Year Plan. We limited our consultation to support projects that would be listed in the current FY plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Black Hawk County Local Homeless Coordinating Board	The City supports efforts to reduce homelessness and improve and coordinate strategies for identifying homeless persons and assisting with efforts to provide housing. The Black Hawk County Local Homeless Coordinating Board participates in a coordinated entry system to bring all housing providers together to faster serve homeless individuals and eliminate service duplication.

Table 3 – Other local / regional / federal planning efforts

Narrative

The consultation process is a way for the City to gauge community need, gaps in services and funding, and discuss obstacles and barriers to healthcare, housing, transportation, employment and other basic needs of the community. Waterloo Community Development takes constant consideration of the ever changing needs in the community when planning the Five Year Consolidated Plan and the Annual Action Plans.

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizen Participation for Waterloo Community Development consisted of furnishing citizens with information concerning the amount of Community Development Block Grant (CDBG) and HOME funds that were expected to be available for community development and housing activities, and the range of activities that may be undertaken with those funds. Citizens may comment on how they would like to see funding spent or offer ideas for low-moderate income activities or activities for prevention of slum and blight.

The City of Waterloo has used social media outlets as a marketing tool in effort to increase citizen participation and make citizens aware of the programs available through the various funding sources.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Virtual Informational Forum	Agencies requesting funding	November 10, 2021 Attendees included Operation Threshold, Waterloo Leisure Services, Boys and Girls Club, Northeast Iowa Food Bank.	Questions regarding the application process were discussed. All questions were answered. Contact information was given to attendees in the event they had additional questions after the meeting.	All comments and questions were accepted.	www.cityofwaterlooiowa.com/departments/community_development

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Non-targeted/ broad community	December 5, 2021"Your Opinion Counts" was a newspaper/Facebook ad for public suggestions	No comments were received.	N/A	www.wcfcourier.com
4	Public Hearing	Non-targeted/ broad community	February 15, 202213 individuals were in attendance for the 2nd public hearing	No comments were received	N/A	www.cityofwaterlooiowa.com
5	Newspaper Ad	Non-targeted/ broad community	May 1, 2022 Public Comment Period	No comments were received	N/A	www.wcfcourier.com
6	Public Hearing	Non-targeted/ broad community	July 20, 2022City Council Final Public Hearing			www.cityofwaterlooiowa.com

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Newspaper Ad	Non-targeted/ broad community	June 27, 2022Published Notice of Intent to Request Release of Funds			www.wcfcourier.com

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The section discusses the resources that will be used to meet the goals of the FY22 Annual Action Plan. The resources may involve partnership opportunities and other private and non-federal public sources as they become available.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,227,581	8,557	648,767	1,884,905	1,225,000	CDBG funding includes HUD FY22 annual allocation, program income from emergency loans, and rehabilitation payoffs. Prior year resources are activities that have been cancelled or expired. These funds will be reprogramed into existing or new activities. Project Cost: $1,235,727 Administration Cost: $245,516 Rehabilitation Administration Cost: $403,662 equals $1,884,905 total available resources.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	561,026	9,800	1,121,019	1,691,845	550,000	HOME funding includes the FY22 annual allocation plus program income from annual loan payments. Prior year resources are funds from cancelled or expired. These funds will be reprogrammed into existing or new activities. Project Cost: $1,635,743 Administration Cost: $56,102 equals the total available resources.
Other	public - federal	Public Improvements	120,000	0	0	120,000	0	CDBG-CV funds are being reprogramed for a public improvement to improve social distancing.

Table 2 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Waterloo Community Development is able to partner with agencies who have been funded by state, local and private entities using CDBG and HOME funds to fill project funding gaps. The Boys and Girls Club of the Cedar Valley will use funds from the Black Hawk Gaming Association and Capital Campaign funds paired with CDBG funding to complete phase one of a multi-phase project. CDBG funds are also being used to leverage the Lead Hazard Control Grant. A 10% match requirement is being fulfilled with CDBG funds. Waterloo continues to meet the HOME match requirement by requiring HOME fund sub recipients to provide a 25% match in order to utilize the available funds, including those generated from the City's Community Housing Development Organization (CHDO) Iowa Heartland Habitat for Humanity. CHDO new construction projects satisfy match requirements through business donations, other grants and in-kind donations. The provided matching funds used by sub recipients are non-federal funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Currently Waterloo utilizes publicly owned land that has been obtained through the 657A process for new construction and rehabilitation. Property with re-habitable structures are sold to bidders for the purpose of rehabilitation and resale or to be used as rental property. Through this process we are able to stabilize our affordable housing stock. The city has donated land that has been captured through the 657A process to Habitat for Humanity for the purpose of new construction homes to be sold to low-moderate income families. Waterloo Community Development has formed a partnership with private developers looking to rehabilitate housing that has been acquired through the 657A process. In turn, Waterloo will provide down payment assistance to low-moderate income first time homebuyers. Publicly owned land will also be used for the Waterloo Leisure Services Edison Park Project located at the corner of Magnolia Pkwy and Bismark Ave.

Discussion

Leveraging grant funds is beneficial to the community as it allows agencies to complete projects and provide services they wouldn't normally be able to afford. Leveraging CDBG and HOME funds provides a multiplier effect making the dollars go further. The utilization of publically owned land for affordable housing projects not only leverages the project, it also provides a required match component on HOME funded project. The market value of the land contributed is eligible HOME match. The City of Waterloo is expanding the affordable housing market through the sale of publicly owned land for rehabilitation and new construction of affordable housing.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation	2019	2023	Affordable Housing	Citywide Local Targeted Neighborhoods	Create and Sustain Affordable Housing Homelessness Prevention Neighborhood Stabilization	CDBG: $480,727 HOME: $14,534	Rental units rehabilitated: 12 Household Housing Unit Homeowner Housing Rehabilitated: 22 Household Housing Unit
2	Owner Occupied Emergency Repair	2019	2023	Affordable Housing	Citywide Local Targeted Neighborhoods	Create and Sustain Affordable Housing	CDBG: $100,000	Homeowner Housing Rehabilitated: 18 Household Housing Unit
3	Homeownership	2019	2023	Affordable Housing	Citywide	Create and Sustain Affordable Housing	HOME: $1,220,209	Homeowner Housing Added: 4 Household Housing Unit Direct Financial Assistance to Homebuyers: 10 Households Assisted
4	Deposit Assistance Program	2019	2023	Affordable Housing Homeless	Citywide	Create and Sustain Affordable Housing	HOME: $101,000	Tenant-based rental assistance / Rapid Rehousing: 50 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Neighborhood Services	2019	2023	Non-Housing Community Development	Local Targeted Neighborhoods	Neighborhood Stabilization	CDBG: $85,000	Public service activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted
6	Acquisition of Real Property	2019	2023	Affordable Housing	Local Targeted Neighborhoods	Create and Sustain Affordable Housing Neighborhood Stabilization	HOME: $300,000	Homeowner Housing Rehabilitated: 4 Household Housing Unit
7	Public Services	2019	2023	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide Local Targeted Neighborhoods	Create and Sustain Affordable Housing Homelessness Prevention Neighborhood Stabilization	CDBG: $40,000	Public service activities other than Low/Moderate Income Housing Benefit: 542 Persons Assisted Homeless Person Overnight Shelter: 48 Persons Assisted
8	Public Facilities and Improvements	2019	2023	Non-Housing Community Development	Citywide Local Targeted Neighborhoods	Neighborhood Stabilization	CDBG: $430,000 CDBG-CV: $120,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted
9	Clearance and Demolition	2019	2023	Non-Housing Community Development	Citywide	Neighborhood Stabilization	CDBG: $30,000	Buildings Demolished: 3 Buildings

Table 3 – Goals Summary

Goal Descriptions

1	**Goal Name**	Housing Rehabilitation
	Goal Description	Provide rehabilitation of owner occupied, rental and rehabilitation for acquisitioned properties. This may include single family and also multi-family units. Rehabilitation will be provided to qualified households to help reduce slum and blight and ensure affordable housing remains safe and sanitary. Provide lead based paint hazard reduction. Sub recipients including Operation Threshold and Iowa Heartland Habitat for Humanity will also be utilized for rehabilitation services.
2	**Goal Name**	Owner Occupied Emergency Repair
	Goal Description	Provide assistance with repairs that can help keep housing and sanitary and that are above normal maintenance needs, for qualified households.
3	**Goal Name**	Homeownership
	Goal Description	Provide homeowner assistance to qualified first time homebuyers. Create homeownership through new construction of affordable housing. Create homeownership through new construction of affordable housing through the HOME CHDO.
4	**Goal Name**	Deposit Assistance Program
	Goal Description	Provide low-moderate income renters security deposit assistance to secure housing and prevent homelessness.
5	**Goal Name**	Neighborhood Services
	Goal Description	Provide neighborhood services utilizing education and outreach to assist in making neighborhoods resilient and assist with connecting neighborhoods needs with available resources, including non-profits, agencies, and other organizations that are working on improving the quality of life in Waterloo's Neighborhoods. Also provide outreach for the various Community Development programs, and work on economic development efforts in low-income neighborhoods.

6	**Goal Name**	Acquisition of Real Property
	Goal Description	Secure properties through acquisition that can be used for rehabilitation of existing structures which can be used to meet affordable housing need in the community. This program also includes the resale of the property to a low-moderate income homebuyer.
7	**Goal Name**	Public Services
	Goal Description	Provide services that assist extremely-low, low, and moderate-income individuals, including outreach and education services, homeless prevention, neighborhood stabilization, and services that will help create and sustain affordable housing. Public services also includes providing operating costs to The Salvation Army homeless shelters.
8	**Goal Name**	Public Facilities and Improvements
	Goal Description	Provide playground and other equipment for Edison Park. Funding will be used on a phase I construction project at the Boys and Girls Club Lime St. location.
9	**Goal Name**	Clearance and Demolition
	Goal Description	Demolish vacant and dilapidated buildings that will assist with eliminating slum and blight to create infill development sites or convert those areas into green spaces.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The following projects are based on the City's identified priority needs:

- Create and Sustain Affordable Housing
- Homeless Prevention
- Neighborhood Stabilization

The City will use CDBG, CDBG-CV and HOME funding to support the projects that address priority needs. The majority of the projects are targeted to low- moderate income individuals and households, or neighborhoods in the census tracts with 51% or more low- moderate income households. The City of Waterloo has allocated $1,975,936 for housing related activities. These activities include housing rehabilitation, emergency repairs, homeownership, deposit assistance, acquisition, and clearance and demolition. Public Services was allocated $125,000 for neighborhood services, food insecurity and emergency overnight shelter. Public Facilities and Improvements was allocated $550,000 for the Edison Park Project and renovations to the Boys and Girls Club.

#	Project Name
1	FY23 Housing Rehabilitation
2	FY23 Owner Occupied Emergency Repairs
3	FY23 Homeownership
4	FY23 Security Deposit Assistance
5	FY23 Neighborhood Services
6	FY23 Acquisition
7	FY23 Public Services
8	FY23 Public Facilities
9	FY23 Clearance and Demolition

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

HUD defines areas of racial or ethnic minority concentration as geographical areas where the percentage of minorities or ethnic persons is 10% higher than in the city overall. Waterloo has several census tracts that meet the criteria for areas of racial concentration, which is when a single minority/ethnic group exceeds at least 10% of the group's citywide average, as racial minorities comprised 23.8% of the population. In Waterloo, an area of racial concentration includes the Census tracts where the percentage of minority residents is 33.8% or higher. Those census tracts include 1, 2, 3, 5, 7, 9, 17.01, 17.02, 18, 19, and all those census tracts are included in the Consolidated Urban Revitalization Area (CURA). Census tracts 7, 8, and 11 are considered areas of concentration for Hispanic or Latinos. Census tract 3 shows an area of concentration for Asians, census tract 7 has a concentration of other races, while census tracts 1, 2, 5, 7, 17.01, 17.02, 18, and 19 are shown to be areas of racial concentration for Blacks/African-Americans.

According to the 2019 5-year ACS Data census tracts 1 and 3 are targeted areas based on the below average median value of owner-occupied units, median household income, and educational achievement- high school or higher. These census tracts were also targeted due to the above average renter occupied units, vacant units rates, poverty rate, and child poverty rate.

Currently the obstacles to addressing underserved is the tight housing market and increasing home prices making homeownership unachievable for low-moderate income families. To make the home affordable it is taking a larger amount of funding to bridge the gap between the sales price and the affordable price for the family. New construction homes are not affordable to most families as the median income for the City of Waterloo according to the 2020 Census Data was $46,942. Rents are also increasing faster than the average income. Rental programs are also having to spend more resources assisting each family as the rental housing prices climb. As a result the programs are assisting less families. Other obstacles include the processes that are required to acquire vacant and dilapidated properties. This can be a long drawn out process that can take a number of years to complete. By the time the City is able to acquire the properties, they are in such disrepair the cost of rehabilitation is almost doubled.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	FY23 Housing Rehabilitation
	Target Area	Citywide Local Targeted Neighborhoods
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Create and Sustain Affordable Housing Homelessness Prevention Neighborhood Stabilization
	Funding	CDBG: $550,727 HOME: $14,534
	Description	Housing rehabilitation provides assistance to L/M income qualified home owners or renters occupying the home. The assistance may be in the form of a grant or loan. Lead remediation projects that remove lead based paint hazards from the home may be included. Rehabilitation projects on rental units will also be occupied at affordable rents. Habitat for Humanity will be completing rehabilitation projects through their Critical Repair Program. Operation Threshold will provide a Minor Rehabilitation Program.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of families that will benefit from the proposed activities is 34.
	Location Description	Rehabilitation projects will be both citywide and also in local targeted neighborhoods.
	Planned Activities	Housing Rehabilitation Activities Planned Include: • Waterloo Community Development Rehabilitation Program • Operation Threshold Minor Rehabilitation Program • Iowa Heartland Habitat for Humanity Critical Repair Program.
2	**Project Name**	FY23 Owner Occupied Emergency Repairs
	Target Area	Citywide Local Targeted Neighborhoods
	Goals Supported	Owner Occupied Emergency Repair
	Needs Addressed	Create and Sustain Affordable Housing
	Funding	CDBG: $100,000

	Description	Provide assistance with emergency repairs that can help keep housing safe and sanitary and that are above normal maintenance needs. Emergency repairs are limited to L/M income qualified homeowners. Assistance may be in the form of a grant or a loan.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of families that will benefit from the proposed activity is 18.
	Location Description	The activity will be available citywide and also in local targeted neighborhoods.
	Planned Activities	The planned activity is the Emergency Repair Program.
3	**Project Name**	FY23 Homeownership
	Target Area	Citywide
	Goals Supported	Homeownership
	Needs Addressed	Create and Sustain Affordable Housing Neighborhood Stabilization
	Funding	HOME: $1,220,209
	Description	Construction of new affordable housing units with CHDO funds that will be sold to L/M income qualified buyers. 15% of the HOME allocation will be set aside for CHDO new construction. The City of Cedar Falls will provide Habitat for Humanity additional CHDO set-aside to complete 2 new construction homes. Direct homebuyer assistance will be provided to approximately 6 families on new construction projects, acquisition rehab resale projects and existing units. Community Development also plans to build one new construction home through a partnership with an affordable home builder.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of families that will benefit from the proposed activities is 14.
	Location Description	New construction homes will be built in the area of the Ricker St. Project. Cedar Falls new construction projects are set to take place in the northern section of the city. Habitat For Humanity will be building homes in the Park, Wellington and 3rd St. areas. Direct homebuyer assistance will be citywide.

	Planned Activities	Homeownership Activities Planned Include: • Waterloo CHDO New Construction • Cedar Falls CHDO New Construction • Waterloo Direct Homebuyer Assistance • Cedar Falls Direct Homebuyer Assistance • Waterloo New Construction Projects
4	**Project Name**	FY23 Security Deposit Assistance
	Target Area	Citywide
	Goals Supported	Deposit Assistance Program
	Needs Addressed	Create and Sustain Affordable Housing Homelessness Prevention
	Funding	HOME: $101,000
	Description	Provide assistance to Operation Threshold, which will provide security deposit assistance to extremely low and low income qualified households to help with affordable housing efforts. Units receiving Deposit Assistance must pass an HQS inspection. The City of Cedar Falls will also be administering a Security Deposit Assistance Program.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of families that will benefit from the proposed activities is 50.
	Location Description	The location of the activity is citywide for both Waterloo and Cedar Falls.
	Planned Activities	Security Deposit Assistance Planned Activities Include: • Operation Threshold Security Deposit Program • Waterloo Security Deposit Program • Cedar Falls Security Deposit Program
5	**Project Name**	FY23 Neighborhood Services
	Target Area	Local Targeted Neighborhoods
	Goals Supported	Neighborhood Services
	Needs Addressed	Neighborhood Stabilization
	Funding	CDBG: $85,000

	Description	Provides neighborhood services utilizing education and outreach to assist in making neighborhoods resilient and assist with connecting neighborhood needs with available resources, including non-profits, agencies, and other organizations working on improving the quality of life in Waterloo's neighborhoods. Also provide outreach for the various Community Development programs.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of families that will benefit from the proposed activity is 500.
	Location Description	The location of the activity is our local targeted neighborhoods.
	Planned Activities	Neighborhood Services Planned Activities Include: • Neighborhood Services
6	**Project Name**	FY23 Acquisition
	Target Area	Citywide Local Targeted Neighborhoods
	Goals Supported	Acquisition of Real Property
	Needs Addressed	Create and Sustain Affordable Housing Neighborhood Stabilization
	Funding	HOME: $300,000
	Description	Acquisition will be used for costs to acquire property for the purpose of rehabilitation and to rehabilitate properties for use or resale for residential purposes.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of families that will benefit from the proposed activity is 4.
	Location Description	The location of the proposed activity will take place in both Waterloo and Cedar Falls. Waterloo activities will be in the Ricker St. Project area and also citywide. Cedar Falls activities will be conducted in Northern area of Cedar Falls.
	Planned Activities	Acquisition Planned Activities Include: • Acquisition
7	**Project Name**	FY23 Public Services
	Target Area	Citywide Local Targeted Neighborhoods

	Goals Supported	Public Services
	Needs Addressed	Create and Sustain Affordable Housing Homelessness Prevention Neighborhood Stabilization
	Funding	CDBG: $40,000
	Description	Services provides to low-moderate income individuals and seniors. Public Services that will be funded will provide homelessness prevention, overnight shelter and food services for families that are currently facing food insecurity.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of families that will benefit from the proposed activities is 590.
	Location Description	The location the activities will take place: The Salvation Army- 89 Franklin St. Waterloo, Iowa 50703, 603 S. Hackett Rd. Waterloo, Iowa 50701 The Northeast Iowa Food Bank- 1605 Lafayette St. Waterloo, Iowa 50703
	Planned Activities	Public Service Planned Activities Include: • The Salvation Army Shelter • The Northeast Iowa Food Bank
8	**Project Name**	FY23 Public Facilities
	Target Area	Local Targeted Neighborhoods
	Goals Supported	Public Facilities and Improvements
	Needs Addressed	Neighborhood Stabilization
	Funding	CDBG: $430,000 CDBG-CV: $120,000
	Description	This funding will provide much needed capital improvements to public facilities. Funding will also provide a playground in a low-moderate income area. COVID funding will also be provided to complete restrooms that will allow for social distancing.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of families that will benefit from the proposed activities is 1000.

	Location Description	The locations of the proposed activities are: Boys and Girls Club of the Cedar Valley- 515 Lime St. Waterloo, Iowa 50703 Edison Park Project- public held land on the corner of Bismark Ave. and Magnolia Pkwy.
	Planned Activities	Public Facilities Planned Activities Include: • Boys and Girls Club of the Cedar Valley • Waterloo Leisure Service- Edison Park
9	**Project Name**	FY23 Clearance and Demolition
	Target Area	Citywide
	Goals Supported	Clearance and Demolition
	Needs Addressed	Neighborhood Stabilization
	Funding	CDBG: $30,000
	Description	Demolish vacant and dilapidated buildings that will assist with eliminating slum and blight and creating infill development sites or the conversion to those areas into green spaces.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of families that will benefit from the proposed activity is 3.
	Location Description	Location of the activity is will be determined based on need.
	Planned Activities	Clearance and Demolition Activities Planned Include: • Clearance and Demolition

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Priority areas that will be targeted with funds are areas of low-income census tracts and areas of racial concentration. While these areas are located throughout Waterloo, the majority are located within the Consolidated Urban Revitalization Area (CURA) and Waterloo will continue to concentrate specific activities within the boundary area. The CURA encompasses the majority of census tracts with low income populations, areas of racial concentration, and housing with high lead risk, but there are census tracts beyond the CURA so it will be important to ensure those LMI areas also receive assistance. Additionally, the community survey identified three general areas and neighborhoods that had the highest priority which included the East Side, specifically areas along East 4th Street, which includes the Walnut neighborhood, and the Church Row neighborhood. All of the above neighborhoods are located within the CURA and in census tracks with concentrations of LMI populations, are areas with racial concentrations, and have also been identified as areas with high lead risk by the Iowa Department of Health. Community Development is partnering with local agencies and non-profits to work on a neighborhood level to target affordable housing, including rehabilitation and new construction efforts and other efforts to reduce slum and blight, and the above areas will be considered areas of priority. Due to the number of census tracts that area identified as LMI areas in Waterloo, if opportunities arise in other LMI neighborhoods for new partnerships, they will also be considered.

Geographic Distribution

Target Area	Percentage of Funds
NEIGHBORHOOD REVITALIZATION STRATEGY AREA	
Citywide	50
Local Targeted Neighborhoods	50

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The rationale for our target areas is HUD defines areas of racial or ethnic minority concentration as geographical areas where the percentage of minorities or ethnic persons is 10% higher than in the city overall. Waterloo has several census tracts that meet the criteria for areas of racial concentration, which is when a single minority/ethnic group exceeds at least 10% of the group's citywide average, as racial minorities comprised 23.8% of the population. In Waterloo, an area of racial concentration includes the Census tracts where the percentage of minority residents is 33.8% or higher. Those census tracts include 1, 2, 3, 5, 7, 9, 17.01, 17.02, 18, 19, and all those census tracts are included in the Consolidated Urban Revitalization Area (CURA). Census tracts 7, 8, and 11 are considered areas of concentration for Hispanic or

Latinos. Census tract 3 shows an area of concentration for Asians, census tract 7 has a concentration of other races, while census tracts 1, 2, 5, 7, 17.01, 17.02, 18, and 19 are shown to be areas of racial concentration for Blacks/African-Americans.

According to the 2019 ACS 5-year data census tracts 1 and 3 have both been recognized as having below average median value of owner-occupied homes, median household income, and educational achievement of high school or higher . These areas are above average in poverty rate, child poverty rate, and renter occupied units.

Discussion

The housing rehabilitation and emergency repair programs continue to be significant programs in helping low-income residents remain in their homes as well as the construction of new single family homes through the assistance of a community housing development organization. Approximately 50% of the Waterloo households are considered low income and assisting with home repairs and the rehabilitation of their property can ensure they can remain safely in their homes and ensure future affordable housing stock is in safe and sanitary condition. Additional efforts, including neighborhood clean ups, infrastructure improvements, and other efforts to reduce slum and blight can also help improve the existing housing stock and neighborhoods. There are also continued efforts to assist with the construction of new single family homes in existing vacant infill lots, which will help boost the number of new affordable housing options.

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

The City of Waterloo will continue to focus its efforts in supporting the development and rehabilitation of affordable housing. Affordable housing continues to be a high priority in Waterloo and efforts will encompass a variety of the proposed activities to ensure there is quality affordable housing available in Waterloo. The activities will include support for a community housing development organization for the development of new affordable housing construction. Other major efforts will be the continued efforts towards the rehabilitation of existing single family homes to make them safe and sanitary, remove lead-based hazards, and will help reduce slum blight with those improvements, and ensure homeowners can continue to reside in their homes.

The City of Waterloo has initiated the Elevate Housing Plan to redevelop, rehabilitate and improve 800 homes in Waterloo in eight years. The purpose of the plan is to increase homeownership, affordable housing, property improvement and decrease problem rental properties in Waterloo. The goals will be achieved by increasing access to capital for those who struggle to obtain it, streamlining processes and applications, and developing a master housing plan to improve the city's neighborhoods.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	50
The Production of New Units	4
Rehab of Existing Units	52
Acquisition of Existing Units	10
Total	116

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

The one year goal is to provide 116 households with affordable housing.

- Housing Rehabilitation will be provided in conjunction with the Lead Based Paint Hazard Control Program, Iowa

Heartland Habitat for Humanity, Operation Threshold, The Emergency Repair Program, and rehabilitation to homes that have been acquired for the purpose of acquisition, rehab, resale- 52 Units.

- Acquisition of vacant and dilapidated properties to be rehabilitated and resold as affordable units, and direct homebuyer assistance- 10 Units.
- New Construction units through the CHDO Iowa Heartland Habitat for Humanity, and private developers- 4 Units.
- Rental Assistance through security deposit assistance programs initiated through the City and Operation Threshold- 50 Units

All activities listed above meet the definition of affordable housing in the HOME regulations at 24 C.F.R 92.252 for rental housing and 24 C.F.R. 92.254 for homeownership. The City of Waterloo follows a HUD approved Resale/Recapture Policy for affordable housing units that can be found in the Administrative Attachments of the Annual Action Plan. The housing rehabilitation and emergency repair programs continue to be significant programs in helping low-income residents remain in their homes. Approximately 50% of the Waterloo households are considered low income, by providing assistance with home repairs and rehabilitating properties ensures families will have decent, safe and sanitary living conditions. Additional efforts, including neighborhood clean ups, infrastructure improvements, and other efforts to reduce slum and blight can also help improve the existing housing stock and neighborhoods. There are also continued efforts to assist with the construction of new single family homes in existing vacant infill lots, which will help boost the number of new affordable housing options. The Ricker Street Project, Walnut and Church Row Projects all aim to preserve the affordable housing stock and stabilize neighborhoods to foster healthy living environments.

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

The Waterloo Housing Authority owns and manages a public housing facility known as Ridgeway Towers as well as operating a Section 8 Housing Choice Voucher Program. The public housing units are located at 225 W. Ridgeway Ave in Waterloo and are open to seniors and disabled individuals. The building currently has an elderly designation of 62 and older, however may rent to individuals 55 if they do not have anyone over 62 on the waiting list. Ridgeway Towers is a three story 50 unit building with handicap accessibility.

The City of Cedar Falls currently has no public housing.

Actions planned during the next year to address the needs to public housing

Actions planned during the next fiscal year to address the needs of public housing residents include new landscaping for the building, which includes new sturdy fencing, a new awning for the front entrance, and general beautification of the landscaping and grounds. This making the outdoors more appealing for residents to enjoy the outdoors and allows for social distancing space. As the building continues to age; upgrades to the units are being completed as funding allows. As units become vacant, kitchen remodels are being completed. The Housing Authority will continue to monitor COVID-19 in the community and make mask and social distancing recommendations as needed.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Actions to encourage public housing residents to become more involved in management and participate in homeownership include having tenant representation on the Waterloo Housing Authority Board of Directors. During the upcoming fiscal year, plans are being made to resume the quarterly meetings with residents to encourage suggestions for improvements to the building both physical and policy.

The public housing facility is currently designated 62 and older, therefore, residents are not interested in homeownership. In fact, in many cases, residents have sold their home to move into Ridgeway Towers.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Waterloo Housing Authority is designated a high performer.

The Cedar Falls Housing Authority is not in a troubled status.

Discussion

Ridgeway Towers was constructed in 1976, and although Capital Funds are received to maintain the building, the facility is in need of additional funds to keep the property in a good working condition and make the apartments more

appealing to perspective residents. As costs continue to rise the cost of everything from cleaning supplies, to PTAC filters, to toilet fill valves have increased making day-to-day operations a struggle. In addition the Housing Authority currently pays all utilities for the residents. There have been dramatic increases across the board on all utilities. This adding to the cost burden of the buildings operations.

Since the pandemic began it has been difficult to fill vacant units at Ridgeway Towers. Several units were vacant for 3-4 months, and just recently, a vacancy was filled that had been open for 6 months.

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

Currently The Cities of Waterloo and Cedar Falls do not receive direct funding such as ESG for homeless. Homelessness does remain one of our top priorities. Funding has been allocated to the Salvation Army Homeless Shelter to address homelessness directly. Funding was provided to public service agencies for rent, mortgage assistance, utility assistance, and homelessness prevention with our CDBG-CV funds. Homelessness prevention is also a strategy of the City of Waterloo. Funding is provided to public service agencies for services such as food and security deposit assistance so available resources can be used for rent and utilities. We continue to include homelessness for our partners that need Certification of Consistency with the Consolidated Plan. This allows the city to address homeless needs through other agencies that receive other federal, state and local funding.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The jurisdiction's one year goals for reducing homelessness include providing funding to the Salvation Army Homeless Shelter to cover operating and staffing costs. Waterloo Community Development will continue to be engaged with the Homeless Coordinating Board to ensure homeless individuals are provided shelter and services to secure permanent housing. The City will begin its consultation process for the American Rescue Plan that will address homeless individuals and families as a qualified population.

The LHCB conducts the annual Point-In-Time survey and the results are shared with the Institute of Community Alliance. Many of the organizations are also focused on providing assistance to those persons and households currently experiencing homelessness. The organizations provide the following services: counseling, legal assistance, case management, life skill training, financial literacy courses, access to basic everyday resources including food, victim advocacy, and mental health related activities. These activities help assist low income persons and households to become more self-sufficient.

The City of Cedar Falls will address, and attempt to end, homelessness in the community through the CDBG, HOME, and Housing Choice Vouchers programs. With regard to actions, the City will award repair and rehabilitation work on both owner and renter occupied units, as well as provide agency funding to LMI Clientele agencies that address homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Salvation Army operates two emergency shelters in Waterloo. The shelters include an 18-bed facility for single men, and there is separate 32-bed facility for women and children. Catholic Worker House provides 22 beds for both men and women in their facility. Children under the age of 18 in need of temporary housing are placed in the county’s youth shelter, a non-secured facility that provides short term care. The youth shelter primarily serves victims of physical or sexual abuse, children whose family are experiencing a crisis, children awaiting foster care or group home placement, and children referred directly from a psychiatric unit. Several facilities in Waterloo provide transitional housing for

homeless individuals and families. House of Hope, a privately funded organization, provides 10 units with 24 beds and currently has a waitlist for families in need of assistance. Additionally, the program will begin to provide transitional housing to up to 5 women who are transitioning out of foster care, in order to provide a stop gap and reduce homelessness in the population. Cedar Valley Friends of the Family provides two programs offering a total of 63 beds, with 46 beds for families, and 17 beds for adults only. Their programs are targeted to domestic violence survivors. Community Housing Initiatives offers permanent supportive housing and operates a 13-bed facility, with one family unit with two beds, and 11 adult only-beds.

The City of Cedar Falls addresses homelessness and special needs in the following ways. First, the City funds agencies where expenses relate to operating homeless shelters (Salvation Army). Second, the City also funds agencies such that they may offer specific training and education that may affect a household's needs, by hopefully offering resources regarding financial management, abuse, and family relationships, and credit counseling. Third, the City has offered CDBG funding for at-home healthcare, outpatient mental health services, and substance abuse counseling. Finally, the City, using its CDBG and CDBG CARES funds, hopes to address hunger and nutritional needs by funding the regional food bank pantry. As is generally expected, resident needs outpace the amount of funding the City can offer the agencies through the CDBG or CDBG CARES programs alone.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Waterloo will continue to support the Black Hawk County Local Homeless Coordinating Board and other agencies that provide support to homeless services and that are focused on reducing chronic homelessness. The activities will include assisting with increasing the capacity of existing shelters, including providing new permanent housing beds for those that are chronically homeless. Additionally, it will be equally important to support agencies that provide services that help the chronically ill transition out of homelessness. The Salvation Army has a plan to complete an exit packet with each resident. Completing the exit packet is not always successful as residents often refuse or disappear from the shelter. The exit packet is a planning guide for residents and outlines obstacles they may face and provides resources to deal with those obstacle.

The City of Cedar Falls has, and will, award funds to several agencies that provide services to persons seeking to transition to permanent housing and independent living situations. Through annual Entitlement funds and the CARES/CV funds awarded to the City, a significant amount the City's funding has been provided or pledged to provide education, financial counseling, food, substance abuse treatment, healthcare, transitional sheltering, and family services.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Black Hawk County Homeless Coordinating Board has established discharge policies to protect populations, especially those that are vulnerable to homelessness, based on policies that were implemented by the State of Iowa. The Black Hawk County Homeless Coordinating Board adopted the FY 2018 Black Hawk/Grundy/Tama Coordinated Service Region Policies and Procedures Manual for Coordinated Entry as part of the Balance of State Continuum of Care (BoS CoC) and their guiding principles include the adoption of statewide standards, providing client choice regarding program participation, promote client-centered practices, prioritize the most vulnerable, collaboration between the CoC and other agencies and key partners, provide accurate data, utilize performance-driven decision making, having a housing first focus by providing permanent supportive housing to those experiencing chronic homelessness, and ensuring transparency of the process.

The City of Cedar Falls has awarded funds to several agencies that provide services to persons seeking to transition from publicly funded institutions and systems of care. Through annual Entitlement funds awarded to the City, a significant amount of the City's funding has been provided or pledged to provide education, financial counseling, food, substance abuse treatment, healthcare, transitional sheltering, and family services. Said services are intended to be offered to residents of the community publicly.

Discussion

Due to the continued needs and the growing population that is at high risk for becoming homeless, it is important to continue to support agencies and organizations that help high risk individuals and households to become more self-sufficient and to have access to services. The continued reduction of CDBG and HOME funds place a strain in the amount of funds that can be dedicated to the homeless population. It is not only necessary to provide shelter, but to construct a plan and provide counseling services that address the reasons the individual or family became homeless or the reasons they are experiencing chronic homelessness.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The main housing barrier identified was the growing mismatch between real income and housing costs. Additional issues included the difficulty for large families and people with disabilities to access affordable housing, the growing disparity between white and minority household income, unemployment, and homeownership rates. The activities proposed are targeted towards improving existing housing stock and targeting areas with greater disparities to help reduce the identified gaps.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Actions planned by the City of Waterloo to remove barriers and allow growth of affordable housing include: Continue to hold monthly Housing Task Force Meetings. The Housing Task Force has updated rental ordinances that will increase fines that landlords would receive for properties with multiple failed rental inspections. The City will adopt a rental inspection that mirrors that Minimum Housing Quality Standards inspection that all rental units would be required to pass to receive a rental permit. In addition, continue to work with The Salvation Army, our local homeless shelter, to discuss barriers that current clients and clients with chronic homelessness are facing. Continue to work with Iowa Heartland Habitat for Humanity to provide critical repair services to low income households in the targeted Walnut and Church Row Neighborhoods and also citywide. Continue to work with private investors that are working to acquire property from the City's 657A seized properties list to be turned into affordable housing units. Continue to participate in the City Central Live Learn Initiative. Continue to provide rehabilitation and emergency repair assistance to low-moderate income households to preserve the affordable housing stock.

The City of Cedar Falls takes action to ameliorate negative effects of public policy on housing affordability. Also, the City may wish to explore public-private-nonprofit partnerships in the development of affordable housing. Nonprofit developers can build mixed income housing and attract additional resources/financing that private developers cannot, when it comes to creating new affordable housing. Said housing may be marketed at workforce housing as opposed to being labeled affordable. Nevertheless, the City does recognize the effect that their housing market, along with high materials prices and supply chain issues caused by the pandemic are having on the price of housing, which may affect whether or not people can afford to live in the community.

The City's Comprehensive Plan identifies future use including areas that may be developed at higher densities, which may help address the availability of affordable housing. Specifically, the plan identifies the following areas that may be suitable for higher density development: along University Avenue, west of Hudson Road; immediately east of the University of Northern Iowa; and intermixed with uses in the Main Street area, between 1st Street and 7th Street. The codes, specifically zoning, building, and other regulatory ordinances that the City has adopted are designed and drafted to treat properties and people uniformly and fairly. The City has completed a community visioning plan for the Downtown and College Hill areas. The community involvement with each plan pointed to a need for housing options

and the plans recommend Missing Middle Housing. The City is working on a downtown zoning code that will enable the housing types of Missing Middle and also allow housing options such as Accessory Dwelling Units (ADUs) for housing flexibility and affordability.

Discussion

The activities proposed will help alleviate barriers to affordable housing. While 50% of the Waterloo households are low-income, there are also disparities with income, unemployment, and homeownership. The activities proposed will target neighborhoods that are both LMI areas and areas of racial concentration, helping push resources in areas of high need and target the population experiencing the greatest need. Additional assistance, such as the down payment assistance, new construction, acquisition with rehabilitation and resale opportunities will also support homeownership opportunities, as well as rehabilitation and emergency repairs, which will help current homeowners remain in their homes.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City of Waterloo proposed to undertake several actions in order to address several goals outlined in the Strategic Plan.

- Address affordable housing needs
- Eliminating slum and blight to provide a suitable living environment
- Expand economic opportunities
- Neighborhood Stabilization

Actions planned to address obstacles to meeting underserved needs

Actions planned to address obstacles to meet underserved needs includes:

- Holding regular meetings with public service agencies to identify the gaps in services and funding needs.
- Hire a new Neighborhood Services Coordinator to provide outreach to low income neighborhoods to connect residents with available resources.
- Continue to participate in the Housing Task Force meetings to discuss housing related issues and provide solutions to those issues.
- Continue to evaluate program policies and procedures, city codes and ordinances as needed for improvements and updates.

Actions planned to foster and maintain affordable housing

There are several actions being proposed to help foster and maintain affordable housing.

- Provide support to proposed new construction of affordable housing
- Acquire property that can be rehabilitated or used for new construction, or any resale of property that can be used to house low income households.
- Continue to provide funding for single family owner occupied housing development by collaborating with a Community Housing Development Organization.
- Provide citywide rehabilitation for owner occupied and rental housing, to help preserve and stabilize existing affordable housing stock
- Provide citywide emergency repair for owner occupied homes in order to ensure the existing housing is maintained and preserved
- Work to help reduce slum and blight in neighborhoods in order to improve property value and improve lending

opportunities for infill development
- Provide homebuyer assistance to bridge the gap of rising housing costs and homebuyer affordability.

Actions planned to reduce lead-based paint hazards

The rehabilitation program requires that each participating property is evaluated for lead-based paint hazards. Any rental rehabilitation properties that also receive assistance will be evaluated for lead based hazards. Currently the City of Waterloo is a recipient of Lead-Based Hazards grant from HUD and is partnering with the Black Hawk County Health Department to perform lead paint assessments and clearance testing on those properties. Required inspections will be completed by a certified Lead Risk Assessor and any identified lead paint hazards will be corrected by a certified Lead Safe Renovator. The grant is currently in its second year of a three and a half year grant cycle. The goal is to make 105 homes lead safe by the end of the grant cycle.

Actions planned to reduce the number of poverty-level families

The following strategies will help assist households living in poverty and reduce the number of households living in poverty:

- Provide funding support to organizations and agencies that provide needed services, such as food, senior services, counseling, legal aid and other services that target low income persons and households.
- Provide funding support to agencies and organizations that assist residents with special needs.
- Continue to assist low income households with rehabilitation and emergency repair programs.
- Provide down payment assistance to support homeownership and the accumulation of equity within the community.
- Support infrastructure improvements in low income neighborhoods to increase property values and also bring economic developments into those areas.
- Economic development programs to support skill and job training in order to improve the employability of those in the community living in poverty.
- Address lead-paint based hazards, which impact the development grown of young children and their future employment and earning capabilities.
- Support child and youth service activities to help provide mentoring and support for future growth, and assist families so they can secure employment.

Actions planned to develop institutional structure

The proposed housing and community development activities will be carried out in cooperation with local government

agencies, non-profit organizations, service providers, private industry, and public institutions. The support of the public, private, and non-profit organizations are important, and collaboration with the various organizations is an important component to the institutional approach of meeting the identified needs identified in the plan.

Waterloo Community Development Board, the Waterloo Housing Authority, and the Black Hawk County Local Homeless Coordinating Board will continue to work in partnership to help reduce any potential service delivery gap between public and non-profit organizations. There are many agencies that provide a wide variety of services locally, including homeless prevention, reduction of poverty, affordable housing efforts, neighborhood revitalization, youth services, and many others.

Actions planned to enhance coordination between public and private housing and social service agencies

Each year, as part of the annual planning process, local agencies and organizations are invited to submit proposals for CDBG and HOME eligible activities. Many of these organizations participate in informational meetings, public hearings, and are engaged in the process. Waterloo Community Development works closely with many of the agencies and non-profits and participates in regular meetings with many of the different organizations in order to continue improving coordination. There have also been efforts for continued outreach and education on the available programs and opportunities that are offered. There is also an increased effort of participation with new organizations and entities to ensure awareness of the level of assistance.

Discussion

All of the actions taken in the Annual Action Plan are designated to support affordable housing, reduce lead based paint hazards, and reduce the number of families living in poverty and coordinate services between public and private housing and public service agencies.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The following is a description of the program specific requirements under the Community Development Block Grant Program (CDBG) and HOME Investment Partnership Program (HOME).

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   At this time there are no additional investments outside of those identified in Section 92.205

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The recapture provision will include an affordability period based on the amount of HOME funds used for that purpose as follows:

- Up to $14,999: 5 years
- $15,000 - $40,000: 10 years
- Greater than $40,000: 15 years

   The City of Waterloo will reduce the amount of direct HOME subsidy for recapture on a pro rata basis for the time the homebuyer has owned and occupied the housing measured against the affordability period. The resulting ratio, is used to determine how much of the direct HOME subsidy will be recaptured. The pro rata amount recaptured, divide the number of years the homebuyer occupied the home by the period of affordability and multiply the resulting figure by the total amount of direct HOME subsidy originally provided to the homebuyer. This summarizes the resale/recapture provision. The full provision can be viewed in the Administrative attachments of the Annual Plan.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   The same recapture provisions are used as listed above. The full recapture provision may be found in the administration section of the Annual Action Plan in the attachments.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR

92.206(b), are as follows:

The City does not intend to refinance existing debt using HOME funds.

This Annual Plan provides funding for HOME activities including:

- Direct Assistance to Homebuyers
- Owner Occupied Single Family Rehabilitation
- New Construction
- Security Deposit Assistance
- Acquisition

No additional activities are included that are not identified as eligible activities in 92.205 All activities require a lien on the property or a restrictive covenant for the sale of a HOME assisted unit.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/8/2022

ATTACHMENTS:

Description	Type
Martin Road Urban Renewal Amendment 6	Backup Material
Martin Road TIF Amendment 6 Aerial	Backup Material

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close the hearing and receive and file oral and written comments, and recommendation of approval of the Planning, Programming, and Zoning Commission.
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.
Motion to receive, file, consider and pass for the first time 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.
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

Planning staff is proposing an expansion of the City of Waterloo's Martin Road Development Plan and TIF District. The expansion presents a proposal for the improvement and location of commercial development and provides for public improvements in order to increase the tax base and employment opportunities in the Martin Road and Highway 63 area. The expanded area would include approximately 157 acres of land on the north side of Martin Road, east of Ansborough Avenue, west of Fletcher Avenue and West 4th Street and south of Highway 63. The area is primarily owned

Summary Statement:

by the City of Waterloo and includes the Byrnes Pool, Byrnes Tennis Center, Byrnes Park, and Irv Warren Memorial Golf Course. The city is looking to improve the area and its amenities. The amendment would also put portions of the original Martin Road TIF area that are expired and no longer within the TIF district, back into the TIF district. The current taxable values of these areas would be part of the "base" that continues to go to all taxing entities, and only new increment value from any future taxable improvements would be collected as increment by the TIF district.

The Planning, Programming and Zoning Commission unanimously recommended approval of the proposed amendment at their regular meeting on April 12, 2022.

Data/Analysis and Strategies: Economic Development, Strategic Plan Policies 1, 3 and 4.

Expenditure Required/Source of Funds: None

Attachment B

MARTIN ROAD DEVELOPMENT PLAN

URBAN RENEWAL AREA LEGAL DESCRIPTIONS

Original area (1996) (Original Subarea)

All portions of the Original area have been included in subsequent amendment subareas.

Amendment No. 1 area (2004) (Amendment No. 1 Subarea) (as modified by Amendment No. 4 (2016))

Beginning at the point of intersection of the centerline of U.S. Highway 63 (Sergeant Rd.) and the North line of the Southeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West, thence East along the North line of said Southeast ¼ of the Southwest ¼ of said Section to the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.), thence Southwesterly along said right-of-way to its intersection with the West line of the Southeast ¼ of the Southwest ¼ of said Section, thence South 89°50'15" East a distance of 432.65', thence South 1°40'30" East to the South line of said Section, thence West along said South line to the point where it would intersect the Northerly extension of the East line of Tract A of Kingswood Second Addition to Waterloo, thence South along the extension of and the East line of Tract A to the Northwest corner of Lot 15, Kingswood First Addition, said point also being a point on the Easterly line of Lot 6 of South Waterloo Commercial Park, thence Southeasterly following the Easterly line of said Lot 6 to the most Southeasterly corner of said lot, thence Southwesterly and Westerly along the South line of said lot to an angle point on the South line of said Lot 6, which is also a point on the West line of Section 5, Township 88 North, Range 13 West, thence South along the West line of said Section to the North line of the Southeast ¼ of the Southeast ¼ of Section 6, Township 88 North, Range 13 West, thence

West along the North line of the Southeast ¼ of the Southeast ¼ and the North line of the Southwest ¼ of the Southeast ¼ to a point on the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned), thence South 35°31'30" West 850.21 feet along said line, thence North 72°26'10" West 1005.02 feet, thence Westerly 637.85 feet along a 7,789.65 foot radius curve, concave Southerly, having a chord bearing North 75°14'03" West 637.67 feet, thence North 77°34'36" West 835.86 feet, thence North 06°19'51" East 32.15 feet to the South line of the Northwest ¼ of the Southwest ¼ of Section 6, Township 88 North, Range 13 West, thence East along said line to the West line of the Northeast ¼ of the Southwest ¼ of said Section, thence North along the West line of the Northeast ¼ of the Southwest ¼ to the North line of the Northeast ¼ of the Southwest ¼ of said Section, thence East along said North line to a point on the East line of the West 440 feet of the East one-half of the Northwest fractional ¼ of said Section, thence North along the East line of the West 440 feet of the East one-half of the Northwest fractional ¼ to the North line of said Section 6, thence East along the North line of said Section 6, which is also the South line of Section 32, Township 89 North, Range 13 West, to the West line of the East 475 feet of the Southwest ¼ of the Southeast ¼ of Section 32, thence North 790 feet along said West line, thence East 475 feet to the West line of the Southeast ¼ of the Southeast ¼ of said Section, thence South along the West line of the Southeast ¼ of the Southeast ¼ to the South line of Section 32, thence East along the South line of Section 32, Township 89 North, Range 13 West, and Section 33, Township 89 North, Range 13 West, to the centerline of U.S. Highway 63 (Sergeant Rd.), thence Northeasterly along said centerline to the point of beginning, all in the City of Waterloo, Black Hawk County, Iowa.

Except the following areas removed from the Amendment No. 1 area by Amendment No. 4 (2016): Beginning at the point of intersection of the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.) and the West line of the Southeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West, thence South 89°50’15” East a distance of 432.65’, thence South 1°40’30” East to the South line of said Section, thence West along said South line to the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.), thence Northerly and Northeasterly along said Southeasterly right-of-way line to the point of beginning.

Also except beginning at a point on the East line of Lot 16 of Kingswood Second Addition that is 250 feet North of the South line of said Lot 16, thence Southerly and Southeasterly along the East line of said Lot 16 and the East line of Lot 6 of South Waterloo Commercial Park to the Easterly most corner of said Lot 6, thence Southwesterly and Westerly along the South line of said Lot 6 to its intersection with the East line of Section 6, Township 88 North, Range 13 West, thence South along the East line of Section 6 to the Northeast corner of the Southeast ¼ of the Southeast ¼ of Section 6, thence West along the North line of the Southeast ¼ of the Southeast ¼ of Section 6 to the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.), thence Northeasterly along the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.) to the Northerly most corner of Lot 3 of South Waterloo Commercial Park, thence Southeasterly along the Northeasterly line of said Lot 3 and an extension of the Northeasterly line of said Lot 3 to its intersection with the Northwesterly line of Lot 6 of South Waterloo Commercial Park, thence Northeasterly along the Northwesterly line of said

Lot 6 and the Northwesterly line of Lot 16 of Kingswood Second Addition to its intersection with a line that is 250 feet North of the South line of said Lot 16, thence East along a line that is 250 feet North of the South line of said Lot 16 to the point of beginning.

Also except beginning at the Southerly most corner of Greenbelt Centre Plat No. 6, thence Southwesterly along the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned) to its intersection with the Northeasterly right-of-way line of Greyhound Drive, thence Northwesterly and Northerly along the Northeasterly and Easterly right-of-way line of Greyhound Drive to the Southwest corner of Greenbelt Centre Plat No. 3, thence East along the South line of Greenbelt Centre Plat No. 3 and the South line of Greenbelt Centre Plat No. 5 to the Southeast corner of Greenbelt Centre Plat No. 5, thence South and Southwest along the Westerly and Northwesterly right-of-way line of Titan Trail to the Westerly most corner of Greenbelt Centre Plat No. 2, thence Southeast along the Southwest line of Greenbelt Centre Plat No. 2 to the Northerly most corner of Greenbelt Centre Plat No. 6, thence Southwesterly along the Northwesterly line of Greenbelt Centre Plat No. 6 to the Westerly most corner of Greenbelt Centre Plat No. 6, thence Southeasterly along the Southwesterly line of Greenbelt Centre Plat No. 6 to the point of beginning.

Also except beginning at the Southwest corner of the Northeast ¼ of the Southwest ¼ of Section 6, Township 88 North, Range 13 West, thence North along the West line of the Northeast ¼ of the Southwest ¼ of said Section 6 to the Northwest corner of the Northeast ¼ of the Southwest ¼ of said Section 6, thence East along the North line of the Northeast ¼ of the Southwest ¼ and the Northwest ¼ of the Southeast ¼ of said Section 6 to the Westerly right-of-way line of Greyhound Drive, thence Southerly along the Westerly right-of-way line of Greyhound Drive to its intersection with the South line of the Northwest ¼ of the Southeast ¼ of said Section 6, thence West along the South line of the Northwest ¼ of the Southeast ¼ and the South line of the Northeast ¼ of the Southwest ¼ of said Section 6 to the point of beginning.

Also except the East ½ of the Northwest Fractional ¼ of Section 6, Township 88 North, Range 13 West lying Easterly of the Westerly 440 feet of said Northwest Fractional ¼ and that part of the Northeast Fractional ¼ of said Section 6 lying Westerly of the Westerly right-of-way line of Greyhound Drive, but not excepting the portion of the above described area platted as Lot 1 and Tract A of Greenbelt Centre Plat No. 1, and not excepting the portion of the above described area platted as Lot 2 of Greenbelt Centre Plat No 4.

Also except Lot 1 of Greenbelt Centre Plat No. 2.

Also except Lot 2, Lot 3, and the portion of Lot 1 lying Easterly of the Westerly 150 feet of Lot 1 of Greenbelt Centre Plat No. 3.

Also except Lots 1 thru 12 of Greenbelt Centre Plat No. 5.

Also except Lot 1 of Deer Creek Plat No. 2.

And also except that part of the Southwest ¼ of the Southeast ¼ of Section

32, Township 89 North, Range 13 West, described as beginning at the Southeast Corner of said Southwest ¼ of the Southeast ¼, thence West 475 feet, thence North 790 feet, thence East 475 feet, thence South 790 feet to the point of beginning.

Amendment No. 2 area (2014) (Amendment No. 2 Subarea) (as modified by Amendment No. 4 (2016))

Beginning at the intersection of the North line of the Southeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West and the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Road); thence Southwesterly along said right-of-way to its intersection with the West line of the Southeast ¼ of the Southwest ¼ of said Section 33; thence South 89°50'15" East a distance of 432.65'; thence South 1°40'30" East to the South line of said Section; thence East along said South line to the Southeast corner of the Southeast ¼ of the Southwest ¼ of said Section 33; thence North along the East line of said Southeast ¼ of the Southwest ¼ of Section 33 to the Northeast corner of the said Southeast ¼ of the Southwest ¼ of Section 33; thence West along the North line of said Southeast ¼ of the Southwest ¼ of Section 33 to the point of beginning;

And also: Beginning at a point on the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned) that is South 35°31'30" West 850.21 feet from a point on said Northwesterly right-of-way line that intersects the North line of the Southwest ¼ of the Southeast ¼ of Section 6, Township 88, Range 13; thence South to the centerline of U.S. Highway 20 as presently established; thence Southeasterly along the centerline of U.S. Highway 20 as presently established to its intersection with the East line of Section 7, Township 88 North, Range 13 West; thence Southerly along the East line of said Section 7 to a point that is 745.6 feet South of the Northeast corner of said Section 7; thence West 70.6 feet; thence South 419.6 feet; thence Southerly 265.5 feet along a 407.5' radius curve concave Westerly having a chord bearing South 18°40' West 260.8 feet; thence South 37°20' West 149.5 feet; thence North 52°17.5' West 643.0 feet; thence South 37°42' West 450 feet; thence continuing South 37°42' West to the Southeasterly most corner of the following described parcel; the North 17.06 acres of the South ½ of the Northeast ¼ of Section 7, Township 88 North, Range 13 West located West of road, and except that part of Timberline Patio Homes plat bounded as follows: commencing at a point on the centerline of West 4th Street which is 626.32 feet Southwest of the intersection of said centerline with the East line of said Section 7, thence North 89°30' West 881.76 feet, thence North 37°21'30" East 837.49 feet, thence South 52°38'30" East 710 feet, thence Southwesterly along the centerline of West 4th Street to the point of beginning, and except Highway, and except that part of the Northeast ¼ of said Section 7 described as follows: beginning at a point on the West line of said Northeast ¼ which is 1,218 feet South of the Northwest corner of said Northeast ¼, thence North 78°47'45" East 208.37 feet, thence South 35°6'15" West 352.10 feet to the West line of said Northeast ¼, thence Northwest to the point of beginning, and except that part platted as Ekho Ridge Addition; thence Northwesterly along the Southwesterly line of said described parcel to its intersection with the West line of the Northeast ¼ of said Section 7; thence Southerly along the West line of the Northeast ¼ of said Section 7 to the center of said Section 7; thence South 89°46'50" West 99.19 feet along the North line of

Legal Descriptions:

the Southwest ¼ of said Section 7; thence South 665.54 feet to the Westerly most corner of Lot 3 of Nottingham Heights Addition; thence Westerly along the South line of the North ½ of the North ½ of the Southwest ¼ of said Section 7 to the Northeast corner of Lot C-1 of Southland Park Third Addition; thence Southeasterly along the Northeasterly line of said Lot C-1 to the Easterly most corner of said Lot C-1; thence southwesterly along the Southeasterly line of said Lot C-1 and an extension of the Southeasterly line of said Lot C-1 to the centerline of Charm Drive; thence Northwesterly, Westerly, and Southwesterly along the Centerline of Charm Drive to its intersection with a point on the Southwest line of Southland Park 4th Addition; thence Northwesterly and Northeasterly following the Southwesterly lines of Southland Park 4th Addition to the Southerly most corner of Lot C-8 of said addition; thence Northwesterly along the Southwesterly line of said Lot C-8 to the Westerly most corner of said Lot C-8; thence Southwesterly along the Southeasterly right-of-way line of U.S. Highway 63 to the Northerly most corner of the following described parcel: Unplatted Waterloo West, a part of the Southwest ¼ of Section 7, Township 88 North, Range 13 West, beginning at a point on the West line of said Section 7 which is 1,066.45 feet North of the Southwest corner of said Section 7, thence North 36°2' East 44 feet, thence South 53°58' East 500 feet, thence South 36°2' West 344 feet, thence North 53°58' West 281.77 feet to the West line of said Section 7, thence North 370.98 feet to the point of beginning; thence Southeasterly along the Northeasterly line of said described parcel to the Easterly most corner of said described parcel; thence Southwesterly along the Southeasterly line of said described parcel to the Southerly most corner of said described parcel; thence South 53°58' East a distance of 107.59'; thence South 35°16'20" West a distance of 139.64'; thence Southwesterly in a straight line to a point on the West line of said Section 7 that is 33 feet North of the Southwest corner of said Section 7; thence South 33' to the Southwest corner of said Section 7; thence Westerly along the South line of Section 12 of Township 88 North, Range 14 West to the intersection of the South line of said Section 12 and a line 1,000' Northwesterly of and parallel to the Northwesterly right-of- way line of the Chicago Great Western Railroad (now abandoned); thence Northeasterly 935 feet along said parallel line; thence Southeasterly at a right angle 500 feet; thence Northeasterly at a right angle 878.6 feet; thence Northwesterly at a right angle to the North line of the South ½ of the Southeast ¼ of said Section 12; thence continuing Northwesterly along the last bearing to the intersection with a line 1,000' Northwesterly of and parallel to the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned); thence Northeasterly along said parallel line to its intersection with the Northeasterly right-of-way line of the Cedar Falls Branch Line of the C NW Transportation Co. (now abandoned); thence Northwesterly along said Northeasterly right-of-way line to its intersection with the North line of the Northeast ¼ of the Southeast ¼ of Section 12, Township 88 North, Range 14 West; thence East along said North line and the North line of the Northwest ¼ of the Southwest ¼ of Section 7, Township 88 North, Range 13 West to its intersection with the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned); thence Northeasterly along said Northwesterly right-of-way line to the centerline of Ranchero Road as presently established; thence Northwesterly and Westerly along said centerline of Ranchero Road to the Southwest corner of Section 6, Township 88 North, Range 13 West; thence Northerly along the West line of said Section 6 to the Northwest corner of the Southwest fractional ¼ of the

Southwest fractional ¼ of said Section 6; thence North 89°42’54” East a distance of 818.14 feet; thence South 06°19’51” West a distance of 32.15 feet; thence South 77°34’36” East a distance of 835.86 feet; thence Easterly 637.85 feet along a 7,789.65 foot radius curve, concave Southerly, having a chord bearing South 75°14’03” East 637.67 feet; thence South 72°26’10” East 1005.02’ to the point of beginning.

Except the following area removed from the Amendment No. 2 area by Amendment No. 4 (2016): Beginning at the intersection of the Northeasterly right-of-way line of the Cedar Falls Branch Line of the CNW Transportation Co. (now abandoned) and a line that is 1,000 feet Northwesterly of and parallel to the Northwesterly right-of-way line of the Chicago Great Western Railroad (no abandoned), thence Northwesterly along said Northeasterly right-of-way line of the Cedar Falls Branch Line of the CNW Transportation Co. to its intersection with the North line of the Northeast ¼ of the Southeast ¼ of Section 12, Township 88 North, Range 14 West, thence East along said North line to the East line of said Section 12, thence South along the East line of said Section 12 to the Southeast corner of the Northeast ¼ of the Northeast ¼ of the Southeast ¼ of said Section 12, thence West along the South line of the Northeast ¼ of the Northeast ¼ of the Southeast ¼ of said Section 12 to the Northeasterly right-of-way line of the Cedar Falls Branch Line of the CNE Transportation Co., thence Northwesterly along said Northeasterly right-of-way line to the point of beginning.

Amendment No. 3 area (2016) (2016 Addition Amendment No. 3 Subarea)

Parcel “D” according to Plat of Survey filed on 1/28/2015 as Doc. No. 2015-12088, as described as: That part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Thirty-three (33), Township Eighty-nine North (T89N), Range Thirteen West (R13W) of the Fifth Principal Meridian, Waterloo, Black Hawk County, Iowa, described as follows: Beginning at the Southwest corner of aforesaid Southwest Quarter (SW¼) of the Southeast Quarter (SE¼); thence N01°52'25”W Thirty-three (33.00) feet along the West line of said Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) to the North Right-of-Way line of Ridgeway Avenue; thence N01°53'44”W Six Hundred Twenty-four and Twenty-six Hundredth (624.26) feet still along said West line to the Southeast corner of Parcel “K”, Document No. 2003-27008 in the Black Hawk County Recorder's Office; thence N01°37'11”W Six Hundred Sixty-seven and Fifty-two Hundredths (667.52) feet along the East line of said Parcel “K” to the Northwest corner of aforesaid Southwest Quarter (SW¼) of the Southeast Quarter (SE¼), which is also on the South line of Jane Addition; thence N89°14'00”E Two Hundred Ninety-five and Eighty-eight Hundredths (295.88) feet along the South line of said Jane Addition to the Southeast corner of said Jane Addition; thence S01°45'23”E One Thousand Three Hundred Twenty-four and Sixteen Hundredths (1324.16) feet to the South line of aforesaid Southwest Quarter (SW¼) of the Southeast Quarter (SE¼); thence S89°06'56”W Two Hundred Ninety-five and Eighty-eight Hundredths (295.88) feet along said South line to the point of beginning.

Amendment No. 5 area (2016) (2016 Addition Amendment No. 5 Subarea)

Beginning at a point on the East line of Section 32, Township 89 North, Range 13 West that is four hundred twenty (420) feet South of the Northeast corner of the Northeast ¼ of the Southeast ¼ of said Section 32, thence South along said East line to its intersection with the northerly right-of-way line of Martin Road, thence Northeasterly and Easterly along said right-of-way line and an extension thereof to its intersection with the centerline of U.S. Highway 63, thence Southwesterly along said centerline to its intersection with the West line of the Northeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West, thence North along said West line to its intersection with a line that is 1,789.59 feet North of the South line of said Section 33, thence West along said line that is 1,789.59 feet North of the South line of said Section 33 to its intersection with the East line of Section 32, Township 89 North, Range 13 West, thence South along the East line of said Section 32 to its intersection with an Easterly extension of the North line of Lot 1 of Brock Addition, thence West along an Easterly extension of the North line of said Lot 1 and the North line of said Lot 1 to the Northwest corner of said Lot 1, thence South along the West line of said Lot 1 and a Southerly extension of the West line of said Lot 1 to the South line of said Section 32, thence West along the South line of said Section 32 to the Southwest corner of the Southeast ¼ of the Southeast ¼ of Section 32, thence North to the Southwest corner of the Northeast ¼ of the Southeast ¼ of said Section 32, thence Northeasterly to a point that is nine hundred ninety (990) feet East of and six hundred seventy five (675) feet North of the Southwest corner of the Northeast ¼ of the Southeast ¼ of said Section 32, thence continuing Northeasterly to the point of beginning.

Also, beginning at the point of intersection of the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.) and the West line of the Southeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West, thence South 89°50’15” East a distance of 432.65’, thence South 1°40’30” East to the South line of said Section, thence West along said South line to the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.), thence Northerly and Northeasterly along said Southeasterly right-of-way line to the point of beginning.

Also except beginning at a point on the East line of Lot 16 of Kingswood Second Addition that is 250 feet North of the South line of said Lot 16, thence Southerly and Southeasterly along the East line of said Lot 16 and the East line of Lot 6 of South Waterloo Commercial Park to the Easterly most corner of said Lot 6, thence Southwesterly and Westerly along the South line of said Lot 6 to its intersection with the East line of Section 6, Township 88 North, Range 13 West, thence South along the East line of Section 6 to the Northeast corner of the Southeast ¼ of the Southeast ¼ of Section 6, thence West along the North line of the Southeast ¼ of the Southeast ¼ of Section 6 to the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.), thence Northeasterly along the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.) to the Northerly most corner of Lot 3 of South Waterloo Commercial Park, thence Southeasterly along the Northeasterly line of said Lot 3 and an extension of the Northeasterly line of said Lot 3 to its intersection with the Northwesterly line of Lot 6 of South Waterloo Commercial Park, thence Northeasterly along the Northwesterly line of said Lot 6 and the Northwesterly line of Lot 16 of Kingswood Second Addition to its intersection with a line that is 250 feet North of the South line of said

Lot 16, thence East along a line that is 250 feet North of the South line of said Lot 16 to the point of beginning.

Also, beginning at the Southerly most corner of Greenbelt Centre Plat No. 6, thence Southwesterly along the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned) to its intersection with the Northeasterly right-of-way line of Greyhound Drive, thence Northwesterly and Northerly along the Northeasterly and Easterly right-of-way line of Greyhound Drive to the Southwest corner of Greenbelt Centre Plat No. 3, thence East along the South line of Greenbelt Centre Plat No. 3 and the South line of Greenbelt Centre Plat No. 5 to the Southeast corner of Greenbelt Centre Plat No. 5, thence South and Southwest along the Westerly and Northwesterly right-of-way line of Titan Trail to the Westerly most corner of Greenbelt Centre Plat No. 2, thence Southeast along the Southwest line of Greenbelt Centre Plat No. 2 to the Northerly most corner of Greenbelt Centre Plat No. 6, thence Southwesterly along the Northwesterly line of Greenbelt Centre Plat No. 6 to the Westerly most corner of Greenbelt Centre Plat No. 6, thence Southeasterly along the Southwesterly line of Greenbelt Centre Plat No. 6 to the point of beginning.

Also, beginning at the Southwest corner of the Northeast ¼ of the Southwest ¼ of Section 6, Township 88 North, Range 13 West, thence North along the West line of the Northeast ¼ of the Southwest ¼ of said Section 6 to the Northwest corner of the Northeast ¼ of the Southwest ¼ of said Section 6, thence East along the North line of the Northeast ¼ of the Southwest ¼ and the Northwest ¼ of the Southeast ¼ of said Section 6 to the Westerly right-of-way line of Greyhound Drive, thence Southerly along the Westerly right-of-way line of Greyhound Drive to its intersection with the South line of the Northwest ¼ of the Southeast ¼ of said Section 6, thence West along the South line of the Northwest ¼ of the Southeast ¼ and the South line of the Northeast ¼ of the Southwest ¼ of said Section 6 to the point of beginning.

Also, the East ½ of the Northwest Fractional ¼ of Section 6, Township 88 North, Range 13 West lying Easterly of the Westerly 440 feet of said Northwest Fractional ¼ and that part of the Northeast Fractional ¼ of said Section 6 lying Westerly of the Westerly right-of-way line of Greyhound Drive, except the portion of the above described area platted as Lot 1 and Tract A of Greenbelt Centre Plat No. 1, and except the portion of the above described area platted as Lot 2 of Greenbelt Centre Plat No 4.

Also, Lot 1 of Greenbelt Centre Plat No. 2.

Also, Lot 2, Lot 3, and the portion of Lot 1 lying Easterly of the Westerly 150 feet of Lot 1 of Greenbelt Centre Plat No. 3.

Also, Lots 1 thru 12 of Greenbelt Centre Plat No. 5.

Also, Lot 1 of Deer Creek Plat No. 2.

Also, that part of the Southwest ¼ of the Southeast ¼ of Section 32, Township 89 North, Range 13 West, described as beginning at the Southeast Corner of said Southwest ¼ of the Southeast ¼, thence West 475 feet, thence North 790 feet, thence East 475 feet, thence South 790 feet to the

point of beginning.

Amendment No. 6 area (2022) (2022 Addition Amendment No. 6 Subarea)

Beginning at the intersection of the centerline of U.S. Highway 63 and the West line of the Northeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West, thence North along said West line to its intersection with a line that is 1,789.59 feet North of the South line of said Section 33, thence West along said line that is 1,789.59 feet North of the South line of said Section 33 to its intersection with the East line of Section 32, Township 89 North, Range 13 West, thence South along the East line of said Section 32 to its intersection with an Easterly extension of the North line of Lot 1 of Brock Addition, thence West along an Easterly extension of the North line of said Lot 1 and the North line of said Lot 1 to the Northwest corner of said Lot 1, thence South along the West line of said Lot 1 and a Southerly extension of the West line of said Lot 1 to the South line of said Section 32, thence East along the South line of said Section 32 and the South line of said Section 33 to the centerline of U.S. Highway 63, thence Northeasterly along the centerline of U.S. Highway 63 to the point of beginning.

Also, beginning at the intersection of the Northerly right-of-way line of Martin Road and the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned), thence Northeasterly along said Northwesterly right-of-way to the centerline of W 3rd Street, thence East along the centerline of W 3rd Street to its intersection with a Northerly extension of the centerline of Orange Grove Avenue, thence South along said Northerly extension of the centerline of Orange Grove Avenue and the centerline of Orange Grove Avenue to the centerline of Campbell Avenue, thence East along the centerline of Campbell Avenue to the centerline of Fletcher Avenue, thence South and Southeasterly along the centerline of Fletcher Avenue to the centerline of W 4th Street, thence Southwesterly along the centerline of W 4th Street to the centerline of Martin Road, thence West along the centerline of Martin Road to the centerline of Ansborough Avenue, thence North along the centerline of Ansborough Avenue to its intersection with the Southeasterly right-of-way line of U.S. Highway 63, thence Southwesterly along the Southeasterly right-of-way line of U.S. Highway 63 to its intersection with the East line of the West 75 feet of Lot 23 of Park View Gardens, thence South along said East line to its intersection with the North right-of-way line of Upland Drive, thence West along the North right-of-way line of Upland Drive to its intersection with the Southeasterly right-of-way line of U.S. Highway 63, thence Southwesterly along the Southeasterly right-of-way line of U.S. Highway 63 to its intersection with the Northerly right-of-way line of Martin Road, thence West along the Northerly right-of-way line of Martin Road to the point of beginning.

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

AMENDMENT TO MARTIN ROAD DEVELOPMENT PLAN

RECITALS

A. On October 7, 1996, the City Council of the City of Waterloo, Iowa (the "City") adopted Ordinance No. 4204 and adopted Resolution No. 1999-499, determining that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Martin Road Development Plan of the City of Waterloo Iowa (the "Plan") (Original area). In accordance with Iowa Code Chapter 403, the Original area was designated as an "economic development area" as defined by Chapter 403, and the division of revenue provided in section 403.19 with respect to the Original area was limited to twenty years and has expired. Thus, the Original area is no longer in a district subject to section 403.19 unless added back to the Plan pursuant to a later amendment.

B. On August 9, 2004, the City Council adopted Ordinance No. 4708 and Resolution No. 2004-522, to amend the Plan by enlarging the area included therein, and one or more other amendments have been made to the Plan to include additional urban renewal projects or for other purposes (Amendment No. 1 area).

C. On October 27, 2014, the City Council adopted Ordinance No. 5249 and on October 20, 2014 adopted Resolution No. 2014-903, to amend the Plan by enlarging the area included therein, and one or more other amendments have been made to the Plan to include additional urban renewal projects or for other purposes (Amendment No. 2 area).

D. On April 4, 2016, the City Council adopted Ordinance No. 5343 and on March 21, 2016 adopted Resolution No. 2016-197, to amend the Plan by enlarging the area included therein, and one or more other amendments have been made to the Plan to include additional urban renewal projects or for other purposes (Amendment No. 3 area) (also referred to as March 2016 Additions Area).

E. On November 14, 2016, the City Council adopted Ordinance No. 5373 and Resolution No. 2016-904, to amend the Plan by removing area included therein, and one or more other amendments have been made to the Plan to include

additional urban renewal projects or for other purposes (Amendment No. 4 removal area) (also referred to as November 2016 Removal Area).

F. On November 28, 2016 the City Council adopted Ordinance No. 5376 and on November 14, 2016 adopted Resolution No. 2016-905, to amend the Plan by enlarging the area included therein, and one or more other amendments have been made to the Plan to include additional urban renewal projects or for other purposes (Amendment No. 5 area) (also referred to as November 2016 Additions Area).

G. The City desires to amend the Plan again to enlarge the area included therein and to update related information in the Plan. Said amendment may be referred to as Amendment No. 6 area.

AMENDMENT

NOW THEREFORE, the Martin Road Development Plan, as previously amended, is hereby further amended as follows:

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

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

Attachment G (Planning, Programming & Zoning Commission recommendation)
Attachment H (notice of consultation)
Attachment I (resolution adopting this amendment)
Attachment J (ordinance adopting amended TIF district)
Attachment K (published notice of public hearing)
Attachment L (posted notice of public hearing)

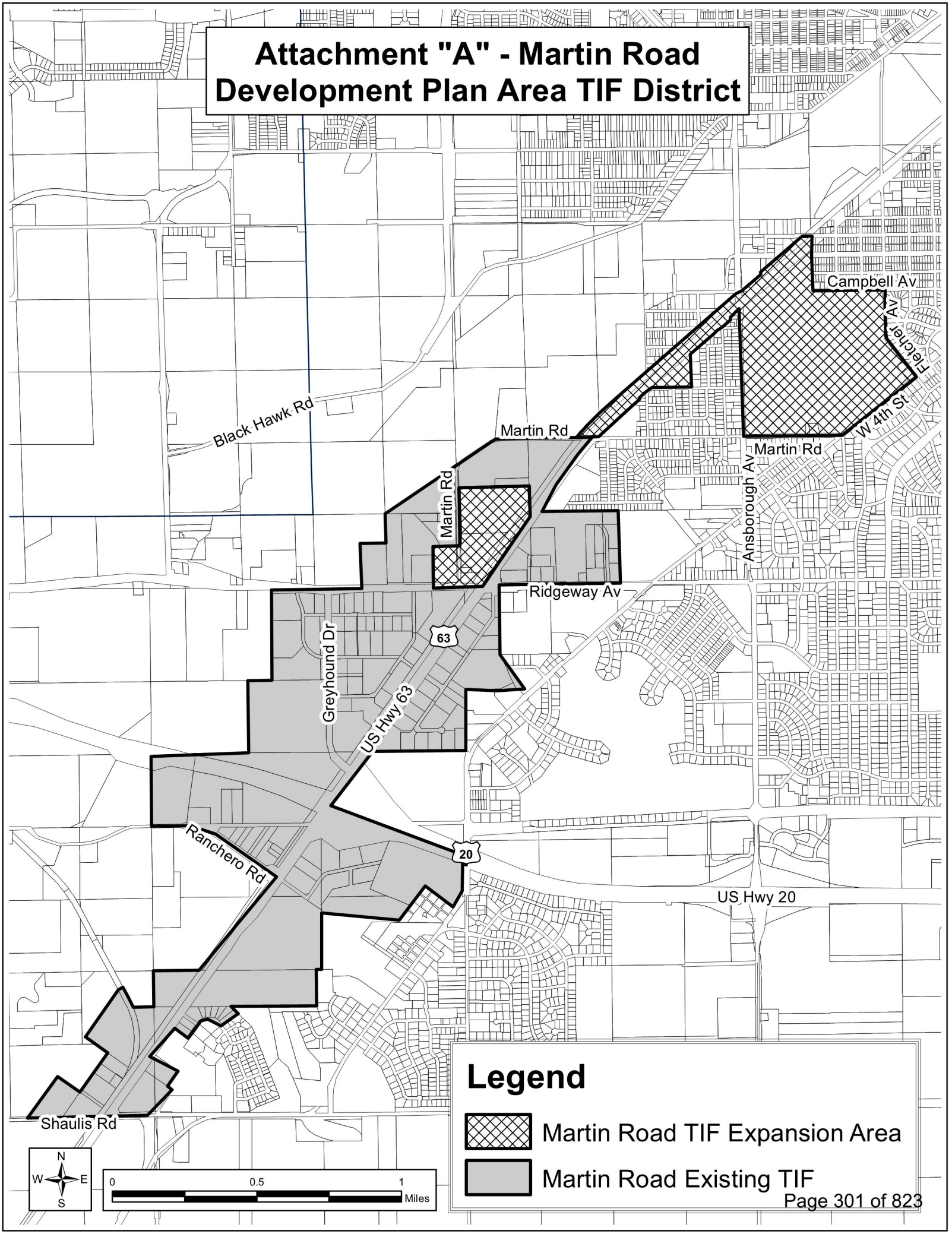
3. Except as modified by this amendment, the Plan, as previously amended, shall continue unmodified in full force and effect.

PASSED AND APPROVED this _____ day of _____, 2022.

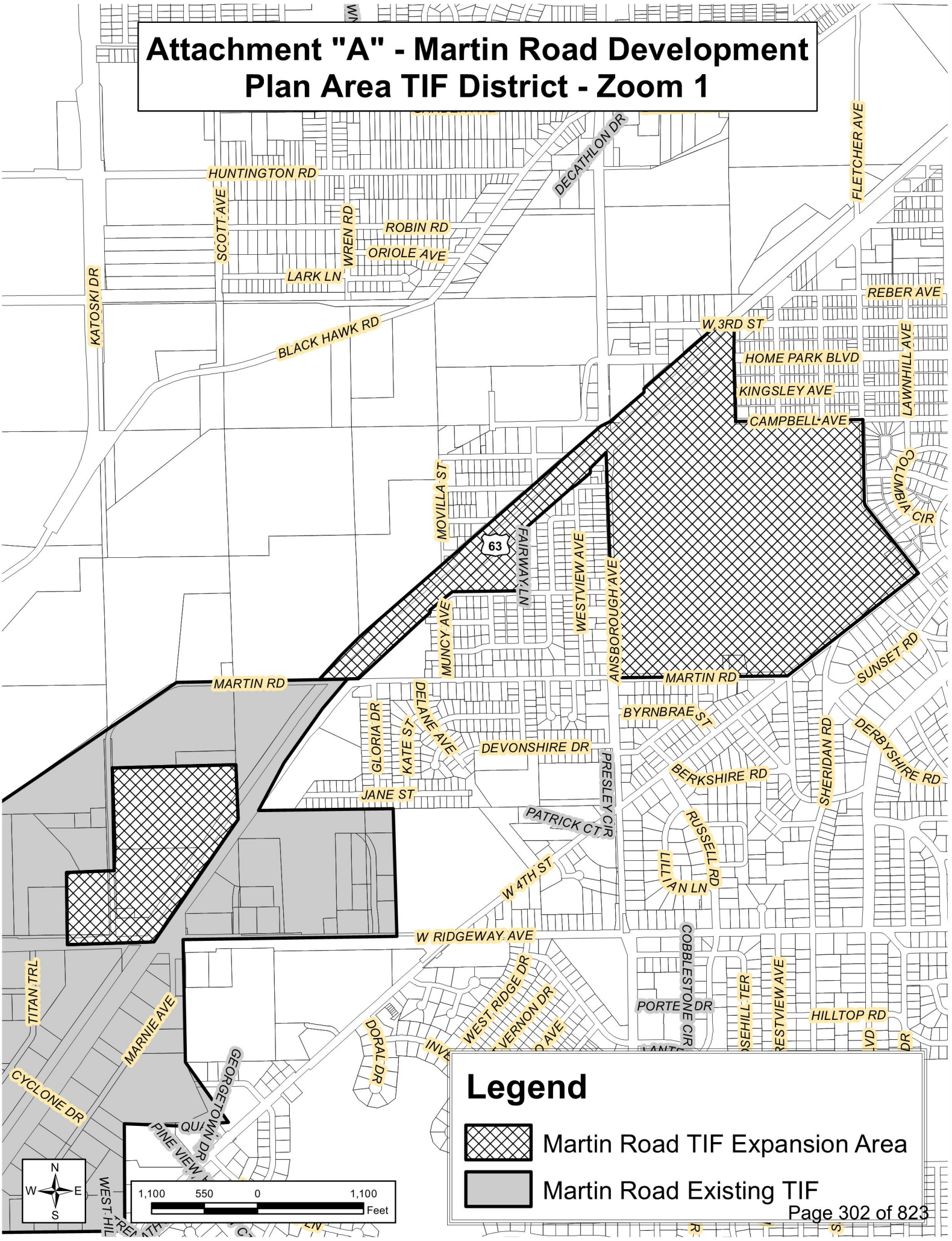
_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk


Attachment "A" - Martin Road
Development Plan Area TIF District
Campbell Av
Fletcher Av
W 4th St
Black Hawk Rd
Martin Rd
Martin Rd
Martin Rd
Ansborough Av
Ridgeway Av
63
Greyhound Dr
US Hwy 63
Ranchero Rd
20
US Hwy 20
Shaulis Rd
N
W
E
S
0
0.5
1
Miles
Legend
Martin Road TIF Expansion Area
Martin Road Existing TIF

Attachment "A" - Martin Road Development Plan Area TIF District - Zoom 1



Attachment B

MARTIN ROAD DEVELOPMENT PLAN
URBAN RENEWAL AREA LEGAL DESCRIPTIONS

Original area (1996) (Original Subarea)

All portions of the Original area have been included in subsequent amendment subareas.

Amendment No. 1 area (2004) (Amendment No. 1 Subarea) (as modified by Amendment No. 4 (2016))

Beginning at the point of intersection of the centerline of U.S. Highway 63 (Sergeant Rd.) and the North line of the Southeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West, thence East along the North line of said Southeast ¼ of the Southwest ¼ of said Section to the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.), thence Southwesterly along said right-of-way to its intersection with the West line of the Southeast ¼ of the Southwest ¼ of said Section, thence South 89°50'15" East a distance of 432.65', thence South 1°40'30" East to the South line of said Section, thence West along said South line to the point where it would intersect the Northerly extension of the East line of Tract A of Kingswood Second Addition to Waterloo, thence South along the extension of and the East line of Tract A to the Northwest corner of Lot 15, Kingswood First Addition, said point also being a point on the Easterly line of Lot 6 of South Waterloo Commercial Park, thence Southeasterly following the Easterly line of said Lot 6 to the most Southeasterly corner of said lot, thence Southwesterly and Westerly along the South line of said lot to an angle point on the South line of said Lot 6, which is also a point on the West line of Section 5, Township 88 North, Range 13 West, thence South along the West line of said Section to the North line of the Southeast ¼ of the Southeast ¼ of Section 6, Township 88 North, Range 13 West, thence West along the North line of the Southeast ¼ of the Southeast ¼ and the North line of the Southwest ¼ of the Southeast ¼ to a point on the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned), thence South 35°31'30" West 850.21 feet along said line, thence North 72°26'10" West 1005.02 feet, thence Westerly 637.85 feet along a 7,789.65 foot radius curve, concave Southerly, having a chord bearing North 75°14'03" West 637.67 feet, thence North 77°34'36" West 835.86 feet, thence North 06°19'51" East 32.15 feet to the South line of the Northwest ¼ of the Southwest ¼ of Section 6, Township 88 North, Range 13 West, thence East along said line to the West line of the Northeast ¼ of the Southwest ¼ of said Section, thence North along the West line of the Northeast ¼ of the Southwest ¼ to the North line of the Northeast ¼ of the Southwest ¼ of said Section, thence East along said North line to a point on the East line of the West 440 feet of the East one-half of the Northwest fractional ¼ of said Section, thence North along the East line of the West 440 feet of the East one-half of the Northwest fractional ¼ to the North line of said

Section 6, thence East along the North line of said Section 6, which is also the South line of Section 32, Township 89 North, Range 13 West, to the West line of the East 475 feet of the Southwest ¼ of the Southeast ¼ of Section 32, thence North 790 feet along said West line, thence East 475 feet to the West line of the Southeast ¼ of the Southeast ¼ of said Section, thence South along the West line of the Southeast ¼ of the Southeast ¼ to the South line of Section 32, thence East along the South line of Section 32, Township 89 North, Range 13 West, and Section 33, Township 89 North, Range 13 West, to the centerline of U.S. Highway 63 (Sergeant Rd.), thence Northeasterly along said centerline to the point of beginning, all in the City of Waterloo, Black Hawk County, Iowa.

Except the following areas removed from the Amendment No. 1 area by Amendment No. 4 (2016): Beginning at the point of intersection of the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.) and the West line of the Southeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West, thence South 89°50'15" East a distance of 432.65', thence South 1°40'30" East to the South line of said Section, thence West along said South line to the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.), thence Northerly and Northeasterly along said Southeasterly right-of-way line to the point of beginning.

Also except beginning at a point on the East line of Lot 16 of Kingswood Second Addition that is 250 feet North of the South line of said Lot 16, thence Southerly and Southeasterly along the East line of said Lot 16 and the East line of Lot 6 of South Waterloo Commercial Park to the Easterly most corner of said Lot 6, thence Southwesterly and Westerly along the South line of said Lot 6 to its intersection with the East line of Section 6, Township 88 North, Range 13 West, thence South along the East line of Section 6 to the Northeast corner of the Southeast ¼ of the Southeast ¼ of Section 6, thence West along the North line of the Southeast ¼ of the Southeast ¼ of Section 6 to the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.), thence Northeasterly along the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.) to the Northerly most corner of Lot 3 of South Waterloo Commercial Park, thence Southeasterly along the Northeasterly line of said Lot 3 and an extension of the Northeasterly line of said Lot 3 to its intersection with the Northwesterly line of Lot 6 of South Waterloo Commercial Park, thence Northeasterly along the Northwesterly line of said Lot 6 and the Northwesterly line of Lot 16 of Kingswood Second Addition to its intersection with a line that is 250 feet North of the South line of said Lot 16, thence East along a line that is 250 feet North of the South line of said Lot 16 to the point of beginning.

Also except beginning at the Southerly most corner of Greenbelt Centre Plat No. 6, thence Southwesterly along the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned) to its intersection with the Northeasterly right-of-way line of Greyhound Drive, thence Northwesterly and Northerly along the Northeasterly and Easterly right-of-way line of Greyhound Drive to the Southwest corner of Greenbelt Centre Plat No. 3, thence East along the South line of Greenbelt Centre Plat No. 3 and the South line of Greenbelt Centre Plat No. 5 to the Southeast corner of Greenbelt Centre Plat No. 5, thence South and Southwest along the Westerly and Northwesterly right-of-way line of Titan Trail to the Westerly most corner of

Greenbelt Centre Plat No. 2, thence Southeast along the Southwest line of Greenbelt Centre Plat No. 2 to the Northerly most corner of Greenbelt Centre Plat No. 6, thence Southwesterly along the Northwesterly line of Greenbelt Centre Plat No. 6 to the Westerly most corner of Greenbelt Centre Plat No. 6, thence Southeasterly along the Southwesterly line of Greenbelt Centre Plat No. 6 to the point of beginning.
Also except beginning at the Southwest corner of the Northeast ¼ of the Southwest ¼ of Section 6, Township 88 North, Range 13 West, thence North along the West line of the Northeast ¼ of the Southwest ¼ of said Section 6 to the Northwest corner of the Northeast ¼ of the Southwest ¼ of said Section 6, thence East along the North line of the Northeast ¼ of the Southwest ¼ and the Northwest ¼ of the Southeast ¼ of said Section 6 to the Westerly right-of-way line of Greyhound Drive, thence Southerly along the Westerly right-of-way line of Greyhound Drive to its intersection with the South line of the Northwest ¼ of the Southeast ¼ of said Section 6, thence West along the South line of the Northwest ¼ of the Southeast ¼ and the South line of the Northeast ¼ of the Southwest ¼ of said Section 6 to the point of beginning.
Also except the East ½ of the Northwest Fractional ¼ of Section 6, Township 88 North, Range 13 West lying Easterly of the Westerly 440 feet of said Northwest Fractional ¼ and that part of the Northeast Fractional ¼ of said Section 6 lying Westerly of the Westerly right-of-way line of Greyhound Drive, but not excepting the portion of the above described area platted as Lot 1 and Tract A of Greenbelt Centre Plat No. 1, and not excepting the portion of the above described area platted as Lot 2 of Greenbelt Centre Plat No 4.
Also except Lot 1 of Greenbelt Centre Plat No. 2.
Also except Lot 2, Lot 3, and the portion of Lot 1 lying Easterly of the Westerly 150 feet of Lot 1 of Greenbelt Centre Plat No. 3.
Also except Lots 1 thru 12 of Greenbelt Centre Plat No. 5.
Also except Lot 1 of Deer Creek Plat No. 2.
And also except that part of the Southwest ¼ of the Southeast ¼ of Section 32, Township 89 North, Range 13 West, described as beginning at the Southeast Corner of said Southwest ¼ of the Southeast ¼, thence West 475 feet, thence North 790 feet, thence East 475 feet, thence South 790 feet to the point of beginning.

Amendment No. 2 area (2014) (Amendment No. 2 Subarea) (as modified by Amendment No. 4 (2016))

Beginning at the intersection of the North line of the Southeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West and the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Road); thence Southwesterly along said right-of-way to its intersection with the West line of the Southeast ¼ of the Southwest ¼ of said Section 33; thence South 89°50’15” East a distance of 432.65’; thence South 1°40’30” East to the South line of said Section; thence East along said South line to the Southeast corner of the Southeast ¼ of the Southwest ¼ of said Section 33; thence North along the East line of said Southeast ¼ of the Southwest ¼ of Section

33 to the Northeast corner of the said Southeast ¼ of the Southwest ¼ of Section 33; thence West along the North line of said Southeast ¼ of the Southwest ¼ of Section 33 to the point of beginning;

And also: Beginning at a point on the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned) that is South 35°31'30" West 850.21 feet from a point on said Northwesterly right-of-way line that intersects the North line of the Southwest ¼ of the Southeast ¼ of Section 6, Township 88, Range 13; thence South to the centerline of U.S. Highway 20 as presently established; thence Southeasterly along the centerline of U.S. Highway 20 as presently established to its intersection with the East line of Section 7, Township 88 North, Range 13 West; thence Southerly along the East line of said Section 7 to a point that is 745.6 feet South of the Northeast corner of said Section 7; thence West 70.6 feet; thence South 419.6 feet; thence Southerly 265.5 feet along a 407.5' radius curve concave Westerly having a chord bearing South 18°40' West 260.8 feet; thence South 37°20' West 149.5 feet; thence North 52°17.5' West 643.0 feet; thence South 37°42' West 450 feet; thence continuing South 37°42' West to the Southeasterly most corner of the following described parcel; the North 17.06 acres of the South ½ of the Northeast ¼ of Section 7, Township 88 North, Range 13 West located West of road, and except that part of Timberline Patio Homes plat bounded as follows: commencing at a point on the centerline of West 4th Street which is 626.32 feet Southwest of the intersection of said centerline with the East line of said Section 7, thence North 89°30' West 881.76 feet, thence North 37°21'30" East 837.49 feet, thence South 52°38'30" East 710 feet, thence Southwesterly along the centerline of West 4th Street to the point of beginning, and except Highway, and except that part of the Northeast ¼ of said Section 7 described as follows: beginning at a point on the West line of said Northeast ¼ which is 1,218 feet South of the Northwest corner of said Northeast ¼, thence North 78°47'45" East 208.37 feet, thence South 35°6'15" West 352.10 feet to the West line of said Northeast ¼, thence Northwest to the point of beginning, and except that part platted as Ekho Ridge Addition; thence Northwesterly along the Southwesterly line of said described parcel to its intersection with the West line of the Northeast ¼ of said Section 7; thence Southerly along the West line of the Northeast ¼ of said Section 7 to the center of said Section 7; thence South 89°46'50" West 99.19 feet along the North line of the Southwest ¼ of said Section 7; thence South 665.54 feet to the Westerly most corner of Lot 3 of Nottingham Heights Addition; thence Westerly along the South line of the North ½ of the North ½ of the Southwest ¼ of said Section 7 to the Northeast corner of Lot C-1 of Southland Park Third Addition; thence Southeasterly along the Northeasterly line of said Lot C-1 to the Easterly most corner of said Lot C-1; thence southwesterly along the Southeasterly line of said Lot C-1 and an extension of the Southeasterly line of said Lot C-1 to the centerline of Charm Drive; thence Northwesterly, Westerly, and Southwesterly along the Centerline of Charm Drive to its intersection with a point on the Southwest line of Southland Park 4th Addition; thence Northwesterly and Northeasterly following the Southwesterly lines of Southland Park 4th Addition to the Southerly most corner of Lot C-8 of said addition; thence Northwesterly along the Southwesterly line of said Lot C-8 to the Westerly most corner of said Lot C-8; thence Southwesterly along the Southeasterly right-of-

way line of U.S. Highway 63 to the Northerly most corner of the following described parcel: Unplatted Waterloo West, a part of the Southwest ¼ of Section 7, Township 88 North, Range 13 West, beginning at a point on the West line of said Section 7 which is 1,066.45 feet North of the Southwest corner of said Section 7, thence North 36°2' East 44 feet, thence South 53°58' East 500 feet, thence South 36°2' West 344 feet, thence North 53°58' West 281.77 feet to the West line of said Section 7, thence North 370.98 feet to the point of beginning; thence Southeasterly along the Northeasterly line of said described parcel to the Easterly most corner of said described parcel; thence Southwesterly along the Southeasterly line of said described parcel to the Southerly most corner of said described parcel; thence South 53°58' East a distance of 107.59'; thence South 35°16'20" West a distance of 139.64'; thence Southwesterly in a straight line to a point on the West line of said Section 7 that is 33 feet North of the Southwest corner of said Section 7; thence South 33' to the Southwest corner of said Section 7; thence Westerly along the South line of Section 12 of Township 88 North, Range 14 West to the intersection of the South line of said Section 12 and a line 1,000' Northwesterly of and parallel to the Northwesterly right-of- way line of the Chicago Great Western Railroad (now abandoned); thence Northeasterly 935 feet along said parallel line; thence Southeasterly at a right angle 500 feet; thence Northeasterly at a right angle 878.6 feet; thence Northwesterly at a right angle to the North line of the South ½ of the Southeast ¼ of said Section 12; thence continuing Northwesterly along the last bearing to the intersection with a line 1,000' Northwesterly of and parallel to the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned); thence Northeasterly along said parallel line to its intersection with the Northeasterly right-of-way line of the Cedar Falls Branch Line of the C NW Transportation Co. (now abandoned); thence Northwesterly along said Northeasterly right-of-way line to its intersection with the North line of the Northeast ¼ of the Southeast ¼ of Section 12, Township 88 North, Range 14 West; thence East along said North line and the North line of the Northwest ¼ of the Southwest ¼ of Section 7, Township 88 North, Range 13 West to its intersection with the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned); thence Northeasterly along said Northwesterly right-of-way line to the centerline of Ranchero Road as presently established; thence Northwesterly and Westerly along said centerline of Ranchero Road to the Southwest corner of Section 6, Township 88 North, Range 13 West; thence Northerly along the West line of said Section 6 to the Northwest corner of the Southwest fractional ¼ of the Southwest fractional ¼ of said Section 6; thence North 89°42'54" East a distance of 818.14 feet; thence South 06°19'51" West a distance of 32.15 feet; thence South 77°34'36" East a distance of 835.86 feet; thence Easterly 637.85 feet along a 7,789.65 foot radius curve, concave Southerly, having a chord bearing South 75°14'03" East 637.67 feet; thence South 72°26'10" East 1005.02' to the point of beginning.
Except the following area removed from the Amendment No. 2 area by Amendment No. 4 (2016): Beginning at the intersection of the Northeasterly right-of-way line of the Cedar Falls Branch Line of the CNW Transportation Co. (now abandoned) and a line that is 1,000 feet Northwesterly of and parallel to the Northwesterly right-of-way line of the Chicago Great Western Railroad (no abandoned), thence Northwesterly along said Northeasterly right-of-way

line of the Cedar Falls Branch Line of the CNW Transportation Co. to its intersection with the North line of the Northeast ¼ of the Southeast ¼ of Section 12, Township 88 North, Range 14 West, thence East along said North line to the East line of said Section 12, thence South along the East line of said Section 12 to the Southeast corner of the Northeast ¼ of the Northeast ¼ of the Southeast ¼ of said Section 12, thence West along the South line of the Northeast ¼ of the Northeast ¼ of the Southeast ¼ of said Section 12 to the Northeasterly right-of-way line of the Cedar Falls Branch Line of the CNE Transportation Co., thence Northwesterly along said Northeasterly right-of-way line to the point of beginning.

Amendment No. 3 area (2016) (2016 Addition Amendment No. 3 Subarea)

Parcel "D" according to Plat of Survey filed on 1/28/2015 as Doc. No. 2015-12088, as described as: That part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Thirty-three (33), Township Eighty-nine North (T89N), Range Thirteen West (R13W) of the Fifth Principal Meridian, Waterloo, Black Hawk County, Iowa, described as follows: Beginning at the Southwest corner of aforesaid Southwest Quarter (SW¼) of the Southeast Quarter (SE¼); thence N01°52'25"W Thirty-three (33.00) feet along the West line of said Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) to the North Right-of-Way line of Ridgeway Avenue; thence N01°53'44"W Six Hundred Twenty-four and Twenty-six Hundredth (624.26) feet still along said West line to the Southeast corner of Parcel "K", Document No. 2003-27008 in the Black Hawk County Recorder's Office; thence N01°37'11"W Six Hundred Sixty-seven and Fifty-two Hundredths (667.52) feet along the East line of said Parcel "K" to the Northwest corner of aforesaid Southwest Quarter (SW¼) of the Southeast Quarter (SE¼), which is also on the South line of Jane Addition; thence N89°14'00"E Two Hundred Ninety-five and Eighty-eight Hundredths (295.88) feet along the South line of said Jane Addition to the Southeast corner of said Jane Addition; thence S01°45'23"E One Thousand Three Hundred Twenty-four and Sixteen Hundredths (1324.16) feet to the South line of aforesaid Southwest Quarter (SW¼) of the Southeast Quarter (SE¼); thence S89°06'56"W Two Hundred Ninety-five and Eighty-eight Hundredths (295.88) feet along said South line to the point of beginning.

Amendment No. 5 area (2016) (2016 Addition Amendment No. 5 Subarea)

Beginning at a point on the East line of Section 32, Township 89 North, Range 13 West that is four hundred twenty (420) feet South of the Northeast corner of the Northeast ¼ of the Southeast ¼ of said Section 32, thence South along said East line to its intersection with the northerly right-of-way line of Martin Road, thence Northeasterly and Easterly along said right-of-way line and an extension thereof to its intersection with the centerline of U.S. Highway 63, thence Southwesterly along said centerline to its intersection with the West line of the Northeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West, thence North along said West line to its intersection with a line that is 1,789.59 feet North of the South line of said

Section 33, thence West along said line that is 1,789.59 feet North of the South line of said Section 33 to its intersection with the East line of Section 32, Township 89 North, Range 13 West, thence South along the East line of said Section 32 to its intersection with an Easterly extension of the North line of Lot 1 of Brock Addition, thence West along an Easterly extension of the North line of said Lot 1 and the North line of said Lot 1 to the Northwest corner of said Lot 1, thence South along the West line of said Lot 1 and a Southerly extension of the West line of said Lot 1 to the South line of said Section 32, thence West along the South line of said Section 32 to the Southwest corner of the Southeast ¼ of the Southeast ¼ of Section 32, thence North to the Southwest corner of the Northeast ¼ of the Southeast ¼ of said Section 32, thence Northeasterly to a point that is nine hundred ninety (990) feet East of and six hundred seventy five (675) feet North of the Southwest corner of the Northeast ¼ of the Southeast ¼ of said Section 32, thence continuing Northeasterly to the point of beginning.

Also, beginning at the point of intersection of the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.) and the West line of the Southeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West, thence South 89°50'15" East a distance of 432.65', thence South 1°40'30" East to the South line of said Section, thence West along said South line to the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.), thence Northerly and Northeasterly along said Southeasterly right-of-way line to the point of beginning.

Also except beginning at a point on the East line of Lot 16 of Kingswood Second Addition that is 250 feet North of the South line of said Lot 16, thence Southerly and Southeasterly along the East line of said Lot 16 and the East line of Lot 6 of South Waterloo Commercial Park to the Easterly most corner of said Lot 6, thence Southwesterly and Westerly along the South line of said Lot 6 to its intersection with the East line of Section 6, Township 88 North, Range 13 West, thence South along the East line of Section 6 to the Northeast corner of the Southeast ¼ of the Southeast ¼ of Section 6, thence West along the North line of the Southeast ¼ of the Southeast ¼ of Section 6 to the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.), thence Northeasterly along the Southeasterly right-of-way line of U.S. Highway 63 (Sergeant Rd.) to the Northerly most corner of Lot 3 of South Waterloo Commercial Park, thence Southeasterly along the Northeasterly line of said Lot 3 and an extension of the Northeasterly line of said Lot 3 to its intersection with the Northwesterly line of Lot 6 of South Waterloo Commercial Park, thence Northeasterly along the Northwesterly line of said Lot 6 and the Northwesterly line of Lot 16 of Kingswood Second Addition to its intersection with a line that is 250 feet North of the South line of said Lot 16, thence East along a line that is 250 feet North of the South line of said Lot 16 to the point of beginning.

Also, beginning at the Southerly most corner of Greenbelt Centre Plat No. 6, thence Southwesterly along the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned) to its intersection with the Northeasterly right-of-way line of Greyhound Drive, thence Northwesterly and Northerly along the Northeasterly and Easterly right-of-way line of Greyhound Drive to the Southwest corner of Greenbelt Centre Plat No. 3, thence East along the South line of Greenbelt Centre Plat No. 3 and the South line of Greenbelt Centre Plat No. 5 to

the Southeast corner of Greenbelt Centre Plat No. 5, thence South and Southwest along the Westerly and Northwesterly right-of-way line of Titan Trail to the Westerly most corner of Greenbelt Centre Plat No. 2, thence Southeast along the Southwest line of Greenbelt Centre Plat No. 2 to the Northerly most corner of Greenbelt Centre Plat No. 6, thence Southwesterly along the Northwesterly line of Greenbelt Centre Plat No. 6 to the Westerly most corner of Greenbelt Centre Plat No. 6, thence Southeasterly along the Southwesterly line of Greenbelt Centre Plat No. 6 to the point of beginning.

Also, beginning at the Southwest corner of the Northeast ¼ of the Southwest ¼ of Section 6, Township 88 North, Range 13 West, thence North along the West line of the Northeast ¼ of the Southwest ¼ of said Section 6 to the Northwest corner of the Northeast ¼ of the Southwest ¼ of said Section 6, thence East along the North line of the Northeast ¼ of the Southwest ¼ and the Northwest ¼ of the Southeast ¼ of said Section 6 to the Westerly right-of-way line of Greyhound Drive, thence Southerly along the Westerly right-of-way line of Greyhound Drive to its intersection with the South line of the Northwest ¼ of the Southeast ¼ of said Section 6, thence West along the South line of the Northwest ¼ of the Southeast ¼ and the South line of the Northeast ¼ of the Southwest ¼ of said Section 6 to the point of beginning.

Also, the East ½ of the Northwest Fractional ¼ of Section 6, Township 88 North, Range 13 West lying Easterly of the Westerly 440 feet of said Northwest Fractional ¼ and that part of the Northeast Fractional ¼ of said Section 6 lying Westerly of the Westerly right-of-way line of Greyhound Drive, except the portion of the above described area platted as Lot 1 and Tract A of Greenbelt Centre Plat No. 1, and except the portion of the above described area platted as Lot 2 of Greenbelt Centre Plat No 4.

Also, Lot 1 of Greenbelt Centre Plat No. 2.

Also, Lot 2, Lot 3, and the portion of Lot 1 lying Easterly of the Westerly 150 feet of Lot 1 of Greenbelt Centre Plat No. 3.

Also, Lots 1 thru 12 of Greenbelt Centre Plat No. 5.

Also, Lot 1 of Deer Creek Plat No. 2.

Also, that part of the Southwest ¼ of the Southeast ¼ of Section 32, Township 89 North, Range 13 West, described as beginning at the Southeast Corner of said Southwest ¼ of the Southeast ¼, thence West 475 feet, thence North 790 feet, thence East 475 feet, thence South 790 feet to the point of beginning.

Amendment No. 6 area (2022) (2022 Addition Amendment No. 6 Subarea)

Beginning at the intersection of the centerline of U.S. Highway 63 and the West line of the Northeast ¼ of the Southwest ¼ of Section 33, Township 89 North, Range 13 West, thence North along said West line to its intersection with a line that is 1,789.59 feet North of the South line of said Section 33, thence West along said line that is 1,789.59 feet North of the South line of said Section 33 to its intersection with the East line of Section 32, Township 89 North, Range 13 West, thence South along the East line of said Section 32 to its intersection with an Easterly extension of the North line of Lot 1 of Brock Addition, thence West along an Easterly extension

of the North line of said Lot 1 and the North line of said Lot 1 to the Northwest corner of said Lot 1, thence South along the West line of said Lot 1 and a Southerly extension of the West line of said Lot 1 to the South line of said Section 32, thence East along the South line of said Section 32 and the South line of said Section 33 to the centerline of U.S. Highway 63, thence Northeasterly along the centerline of U.S. Highway 63 to the point of beginning.
Also, beginning at the intersection of the Northerly right-of-way line of Martin Road and the Northwesterly right-of-way line of the Chicago Great Western Railroad (now abandoned), thence Northeasterly along said Northwesterly right-of-way to the centerline of W 3rd Street, thence East along the centerline of W 3rd Street to its intersection with a Northerly extension of the centerline of Orange Grove Avenue, thence South along said Northerly extension of the centerline of Orange Grove Avenue and the centerline of Orange Grove Avenue to the centerline of Campbell Avenue, thence East along the centerline of Campbell Avenue to the centerline of Fletcher Avenue, thence South and Southeasterly along the centerline of Fletcher Avenue to the centerline of W 4th Street, thence Southwesterly along the centerline of W 4th Street to the centerline of Martin Road, thence West along the centerline of Martin Road to the centerline of Ansborough Avenue, thence North along the centerline of Ansborough Avenue to its intersection with the Southeasterly right-of-way line of U.S. Highway 63, thence Southwesterly along the Southeasterly right-of-way line of U.S. Highway 63 to its intersection with the East line of the West 75 feet of Lot 23 of Park View Gardens, thence South along said East line to its intersection with the North right-of-way line of Upland Drive, thence West along the North right-of-way line of Upland Drive to its intersection with the Southeasterly right-of-way line of U.S. Highway 63, thence Southwesterly along the Southeasterly right-of-way line of U.S. Highway 63 to its intersection with the Northerly right-of-way line of Martin Road, thence West along the Northerly right-of-way line of Martin Road to the point of beginning.

Attachment C

City of Waterloo
Black Hawk County, Iowa

Study of Bonding Capacity as of January 1, 2019

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

Attachment D
Project Budget - Martin Road Development Plan (2022)

Infill of Greyhound Drive area

EXPENSES

Construction	$6,300,000
Architectural & Engineering Fees	$420,000
Construction Administration	$280,000
TOTAL	**$7,000,000**

FUNDING

City (Local Option, GO Bonds)	$800,000
City TIF	$2,800,000
Federal/State (MPO, RISE)	$3,400,000
TOTAL	**$7,000,000**

Infill of Lots along Highway 63 and West Ridgeway Avenue

EXPENSES

Acquisition	$1,800,000
Construction	$2,000,000
Engineering Fees	$240,000
Construction Administration	$80,000
TOTAL	**$4,120,000**

FUNDING

City (Local Option, G.O. Bonds)	$1,000,000
City TIF	$1,800,000
Federal/State (MPO, RISE)	$1,320,000
TOTAL	**$4,120,000**

Potential environmental work along corridor

EXPENSES

Assessments	$300,000
Cleanup	$600,000
Wetland Mitigation	$1,500,000
TOTAL	**$2,400,000**

FUNDING

City (G.O. Bonds)	$400,000
City TIF	$1,300,000
Federal/ State (EPA, DNR)	$700,000
TOTAL	**$2,400,000**

Martin Road Area Sanitary Sewer

EXPENSES

Construction	$1,500,000
Total	**$1,500,000**

FUNDING

City TIF	$1,500,000
Total	**$1,500,000**

Cedar Valley Crossing Road/Infrastructure

EXPENSES

Construction	$1,200,000
Total	**$1,200,000**

FUNDING

City TIF	$1,200,000
Total	**$1,200,000**

Kwik Trip Inc Fuel Blending

EXPENSES

Land Grant	$300,000
Total	**$300,000**

FUNDING

City TIF	$300,000
Total	**$300,000**

Deer Creek

EXPENSES

Grant	$400,000
Rebates	$2,142,969
Total	**$2,542,969**

FUNDING

City TIF	$2,542,969
Total	**$2,542,969**

Cardinal Construction

EXPENSES

Land Grant	$200,000
Rebates	$105,000
Total	**$305,000**

FUNDING

City TIF	$305,000
Total	**$305,000**

3 Stooges Martin Road land grant value

EXPENSES

Land Grant	$200,000
Rebates	$0
Total	**$200,000**

FUNDING

City TIF	$200,000
Total	**$200,000**

A&S Properties (Amy Wienands) Grant

EXPENSES

Grant	$420,000
Rebates	$200,000
Total	**$620,000**

FUNDING

City TIF	$620,000
Total	**$620,000**

Coordination with IDOT for potential roadway improvements to Highway 63

EXPENSES

Construction	$1,600,000
Engineering	$200,000
Construction Administration	$100,000
TOTAL	**$1,900,000**

FUNDING

City (Local Option, G.O. Bonds)	$950,000
State (RISE)	$950,000
TOTAL	**$1,900,000**

Reconstruction of West Ridgeway roadway portion across Black Hawk Creek

EXPENSES

Acquisition	$200,000
Construction	$6,000,000
Engineering Fees	$300,000
Construction Administration	$200,000
TOTAL	**$6,700,000**

FUNDING

City (Local Option, G.O. Bonds)	$3,350,000
State (RISE)	$3,350,000
TOTAL	**$6,700,000**

Traffic signalization improvements at major intersections in Corridor

EXPENSES

Acquisition/purchase	$1,200,000
Construction	$900,000
Engineering Fees	$100,000
Construction Administration	$100,000
TOTAL	**$2,300,000**

FUNDING

State (RISE)	$600,000
City (Local option, G.O. Bonds)	$1,300,000
Federal (MPO)	$400,000
TOTAL	**$2,300,000**

Acquisition of land throughout corridor for expansion of existing and new business

EXPENSES

Acquisition/purchase	$3,500,000
TOTAL	**$3,500,000**

FUNDING

City (G.O. Bonds, TIF funds)	$3,500,000
TOTAL	**$3,500,000**

Public Improvements

EXPENSES

Acquisition	$200,000
Construction	2,000,000
Storm Water Improvements	1,000,000
Engineering fees	$100,000
Construction Administration	$100,000
TOTAL	**$3,400,000**

FUNDING

City (TIF, G.O. Bonds)	$2,500,000
Federal/State (grants, RISE, MPO)	$900,000
TOTAL	**$3,400,000**

Byrnes Acquatics Facility

EXPENSES

Construction	$9,000,000
Engineering Fees	$1,000,000
Total	**$10,000,000**

FUNDING

City (G.O. Bonds)	$10,000,000
Total	**$10,000,000**

Other Martin Road Area road and infastructure improvements

EXPENSES

Acquisition	$100,000
Construction	$2,200,000
Engineering Fees	$100,000
Construction Administration	$100,000
TOTAL	**$2,500,000**

FUNDING

City (Local Option, G.O. Bonds)	$2,000,000
State (RISE)	$500,000
TOTAL	**$2,500,000**

Tax Rebate Projects

EXPENSES

Wilbert	$49,881
Country Estates	44,560
Riley	$13,496
Senad Disderevic	$70,182
JARF	$27,410
Mauer	$58,426
Social Security Building	$175,354
Turnkey PTL	$133,280
Turnkey SVW	$106,238
AVITA	$118,928
Hawkeye Stages	$229,626
Three Stooges (Charm Drive)	$34,000
BCS Properties	$6,000,000
Loves Travel Stop	$700,000
Gubbels	$200,000
M&K Electric (Charm Drive)	$25,000
Warren	$1,000,000
Brent Johnson (truck wash)	$330,000
TOTAL	**$9,316,381**

FUNDING

City (G.O. Bonds, TIF funds)	$9,316,381
TOTAL	**$9,316,381**

Legal, Consulting Fees, and expenses associated with administration and marketing of the urban renewal area

EXPENSES

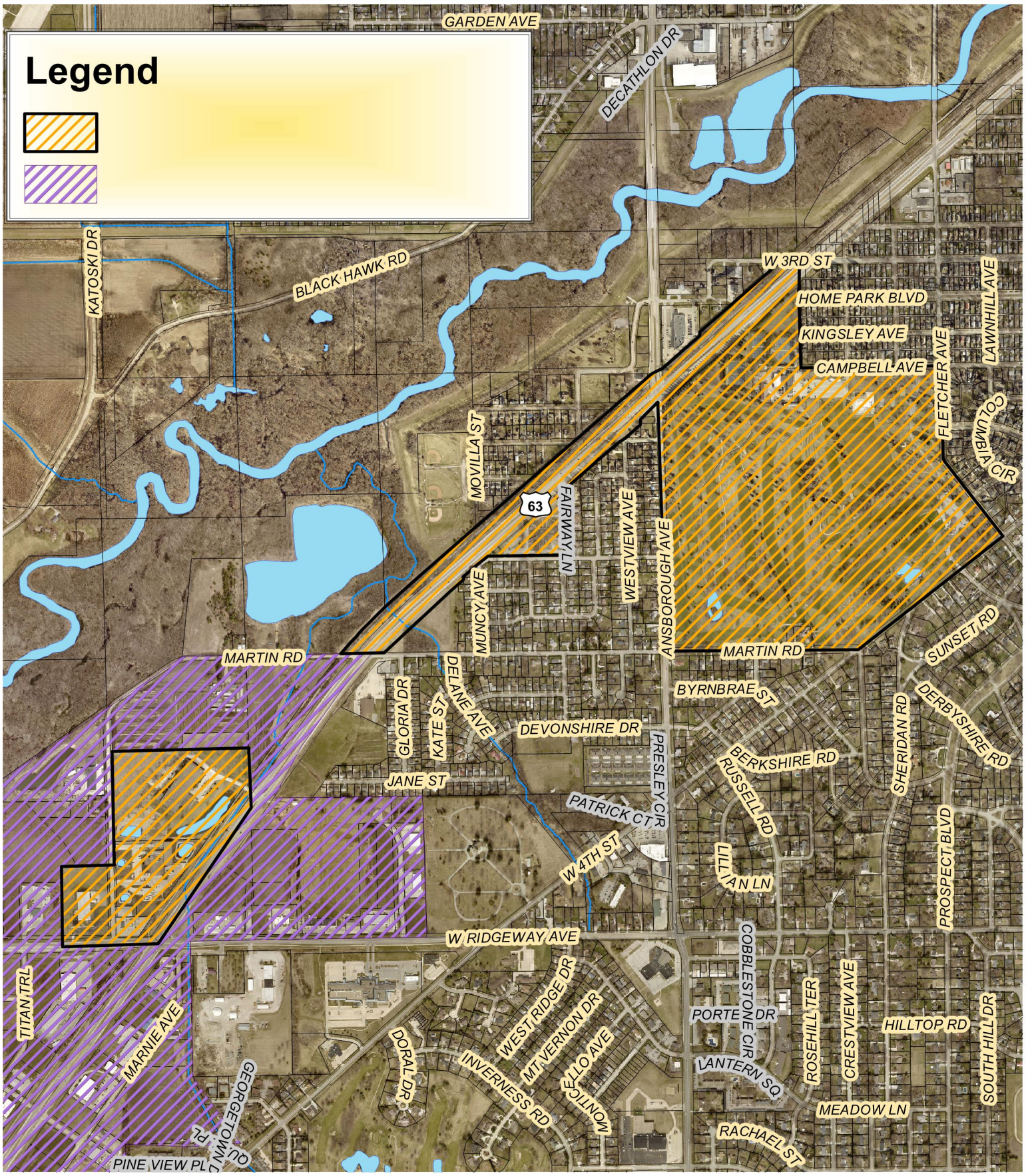
Fees	$1,000,000
TOTAL	**$1,000,000**

FUNDING

City (G.O. Bonds, TIF funds)	$1,000,000
TOTAL	**$1,000,000**

TOTAL EXPENSES

Infill of Greyhound Drive area	$7,000,000
Infill of Lots along Highway 63 and West Ridgeway Avenue	$4,120,000
Potential environmental work along corridor	$2,400,000
Martin Road Area Sanitary Sewer	$1,500,000
Cedar Valley Crossing Road/Infrastructure	$1,200,000
Kwik Trip Inc Fuel Blending	$300,000
Deer Creek	$2,542,969
Cardinal Construction	$305,000
3 Stooges Martin Road land grant value	$200,000
A&S Properties (Amy Wienands) Grant	$620,000
Coordination with IDOT for potential roadway improvements to Highway 63	$1,900,000
Reconstruction of West Ridgeway roadway portion across Black Hawk Creek	$6,700,000
Traffic signalization improvements at major intersections in Corridor	$2,300,000
Acquisition of land throughout corridor for expansion of existing and new business	$3,500,000
Public Improvements	$3,400,000
Byrnes Acquatics Facility	$10,000,000
Other Martin Road Area road and infastructure improvements	$2,500,000
Tax Rebate Projects	$9,316,381
Legal, Consulting Fees, and expenses associated with administration and marketing of the urban renewal area	$1,000,000
TOTAL	**$60,804,350**



City of Waterloo, Iowa
Martin Road TIF Expansion

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CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/8/2022

ATTACHMENTS:

Description	Type
Zoning Amendment (miscellaneious) 05-10-22	Backup Material
DRAFT Ordinance	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 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 multiple sections including changes for home occupations, accessory structures, solar facilities, stables, child daycare, industrial uses, and other miscellaneous updates. Motion to suspend the rules. Motion to consider and pass for the second and third times and adopt ordinance.
Submitted by:	Submitted By: Aric Schroeder, City Planner
Recommended Action:	Approval of the amendment.
Summary Statement:	Staff is proposing changes 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. A copy of the proposed changes, showing strike through of wording proposed to be removed and underline for wording proposed to be added is attached. The Planning, Programming and Zoning Commission held a hearing on May 10, 2022 and recommended approval of the proposed amendment. The Commission recommended approval of the amendment without the proposed wording change in Section 10-5-1(E)(1) regarding the demolition of accessory structures. Staff is recommending approval of the amendment, including the change in 10-5-1(E)(1). The wording that staff is proposing that the commission recommended to leave out of the amendment is: "Existing homes with accessory structures shall not alter the accessory structures in a manner that causes them to have less than the minimum size required or increase existing non-conformance, unless ordered to be demolished as an unsafe structure by the Building Official or designee."

Data/Analysis and Strategies: Zoning

Expenditure Required/Source of Funds: none

Amendment to the City of Waterloo Zoning Ordinance

Changes and Updates to the City of Waterloo Zoning Ordinance, including:

- Section 10-5-1 (D) Home Occupations, changing requirements for home occupations, including restrictions on non-resident employees and use of an accessory building (attached or detached)
- Section 10-5-1 (E) Accessory Structures, clarifying that existing homes cannot alter an accessory structure (attached or detached) in a manner that causes them to not comply with the requirements or increase existing non-conformance, unless ordered to be demolished as an unsafe structure by the Building Official or designee. Provision for accessory solar facilities.
- Section 10-6-1 (A)(1), (A)(3) and (B)(2), farm animals and stables in the "A-1" Agricultural District
- Section 10-10-1 (B)(2), provision for incidental child daycare
- Chapter 13, change the title of the chapter to "S-1" Shopping Center District
- Section 10-13-1 (B) standards, add "and except that an Alcohol Sales Use shall meet the requirements of the "C-2" District in the "S-1" Shopping Center District.
- Section 10-19-1 (A)(1), provision for child daycare facilities
- Section 10-19-1 (A)(26) and (31), principal permitted use in the "M-1" for the manufacturing, compounding, processing, packaging, treatment or storage of various products, and cross-docking warehouse, or shipping terminal.
- Section 10-20-1 (A)(2), provision for child daycare facilities
- Section 10-20-1 (A)(4)(f.), special use in the "M-2" for rendering or refining of fats and oils.
- Section 10-20-1 (A)(4)(g.), special use in the "M-2" for fertilizer manufacture, add "or processing".
- Section 10-25-2 (B)(9), restriction on stacking of parking stalls
- Section 10-26-1 (B)(26), restriction for pole or post signs
- Section 10-26-1 (C)(1)(a.), restriction for traffic control signs
- Section 10-27-1 (H)(8)(x.), new salvage yard must be 600 feet from a protected use, add "This provision shall not restrict the expansion of an existing yard that is already less than 600 feet.
- Section 10-27-1 (H)(29), add a new 29 as a special permit use for home occupations operated from an accessory building (attached or detached).
- Section 10-27-1 (H)(30), add a new 30 for a special permit use for utility scale solar farms
- Section 10-27-1 (K), add an exception for subdividing of lots when lots are 4 times the minimum
- Section 10-27-1 (L), add a provision for utility scale solar farms as a special permit
- Section 10-28-4 (A) Special Permits, add wording so it is known that a special permit is also known as a conditional use.
- Section 10-28-4 (E), strike the reference to "Special Permits" and "Conditional Uses" as this is covered by a different section of the Ordinance.

Ordinance No. ____ Amending Ordinance No. 5079

Planning and Zoning Commission Hearing: _____
City Council Approval: _____

height, except that if the rear yard of the property in question is abutting the rear yard of an adjoining corner lot no such fence shall exceed eight (8) feet in height in the rear yard and along the street side adjoining the rear yard extending from the rear of the house to the street lot line and back to the rear of the lot.

A fence that is parallel and within three (3) feet of a side lot line, excluding a street lot line, may exceed four (4) feet in height in the front yard if a principal building on the lot abutting the side lot line extends past the established front yard of the property in question, but shall not exceed four (4) feet in height past the established front yard of a principal building on the lot abutting the side lot line, however, in no case shall said fence exceed eight (8) feet in height. A fence that is parallel with a front lot line that does not abut a street and is abutting the rear or side yard of an adjoining lot may exceed four (4) feet in height but shall not exceed eight (8) feet in height.

No solid fence shall be erected in such a manner as materially to impede vision between a height of two and one-half (2 ½) feet and eight (8) feet above the centerline grades within the triangular area in a yard bounded by a street (back of curb or back of roadway if no curb), a driveway or alley, and a line drawn between two (2) points each located twenty five (25) feet from the intersection of said driveway or alley line and the street. *[Ordinance 3993, 12/13/93] [Ordinance 4656, 11/10/03]*

2. **Fences Accessory to a Non-residential Use and Not Located in an "R" District.** Non-residential fences accessory to a non-residential use and not located in an "R" District must be located with no portion extending onto adjacent property or right-of-way (except as approved by encroachment agreement) and cannot exceed eight (8) feet in height, except that said fence may be ten (10) feet in height if the fence or portion thereof above eight (8) feet is constructed of chain link or wire. No such fence shall be constructed of salvaged material. No such fence shall use barbed wire, concertina wire, or similar wire closer than six (6) feet to the ground, except a fence used purely for agricultural purposes. *[Ordinance 4508, 9/4/01] [Ordinance 4656, 11/10/03]*

All Fences. Walls extending above grade shall be regulated as a fence. Retaining walls shall not be regulated by this part, except that if a wall or fence is built on top of a retaining wall or within three (3) feet of the top of a retaining wall, the maximum height of the wall or fence shall include one half (1/2) the height of the retaining wall. This provision shall not preclude a fence required to meeting minimum building code. One half (1/2) the height of the retaining wall need not be included if the height of the wall or fence does not exceed the maximum height allowed above the original natural grade of the location that the wall or fence is erected.

D. Home Occupations.

1. **Purpose.** It is the intent of this chapter to eliminate as home occupations all uses except those that conform to the standards set forth in this chapter. Custom and tradition are intentionally excluded as criteria. In general, a home occupation is an accessory use so located and conducted that the average neighbor, under normal circumstances would not be aware of its existence other than for a nameplate as permitted elsewhere in this Section. The standards for home occupations

in this Section are intended to insure compatibility with other permitted uses and with the residential character of the neighborhood, plus a clearly secondary or incidental status in relation to the residential use of the main building as the criteria for determining whether a proposed accessory use qualifies as a home occupation.

2. **Necessary Conditions.** Home occupations are permitted accessory to a residential use only so long as all the following conditions are observed:

   a. Such occupation shall be conducted solely by resident occupants of the residence located on the property *[Ordinance 4855, 2/19/07]* No non-resident employees can work from or report to or park at the site of the home occupation or park on a public street in the vicinity of the home occupation;

   b. No more than one room or twenty-five (25) percent of the gross area of one floor of said residence, whichever is less, shall be used for such purpose. Use of an accessory building (attached or detached) for these purposes is allowed only upon approval of a Special Permit by the Board of Adjustment after recommendation of the Commission, but shall be limited to one (1) accessory building with an area of said accessory building or portion thereof used for such occupation limited to three-fourths (3/4) of the area permitted for a residential accessory structure by Section 10-5-1(E) or three-fourths (3/4) the area of existing accessory structures in the case of legal non-conforming structures exceeding the size allowed by Section 10-5-1. Any existing home occupation operated from any accessory building(s) prior to adoption of Ordinance ____ adopted _____ will not require Special Permit approval, but any new home occupation using an accessory building or an existing home occupation that proposes to expand into an accessory building shall first obtain Special Permit approval. Home occupation use of an accessory building shall not cause a dwelling to become non-compliant with accessory structure requirements of Section 10-5-1(E) or parking requirements of Section 10-25-2(D)(15) *[Ordinance 4855, 2/19/07]*;

   c. No use shall require internal or external alterations or involve construction features or the use of electrical or mechanical equipment that would change the fire rating of the structure or the fire district in which the structure is located;

   d. No home occupation shall cause an increase in the use of any one or more utilities (water, sewer, electricity, telephone, garbage, etc.) so that the combined total use for dwelling and home occupation purposes exceeds the average for residences in the neighborhood;

   e. There shall be no outside storage of any kind related to the home occupation except for licensed and operable vehicles including one (1) semi but excluding a semi trailer, ~~other trailers,~~ or other equipment, regardless if licensed for highway use *[Ordinance 4855, 2/19/07}*;

   f. No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of said home occupation shall be met

off the street and other than in a front yard;

g. No use shall create noise, dust, vibration, smell, smoke, glare, electrical interference, fire, fire hazard, or any other hazard or nuisance to any greater or more frequent extent than that usually in question under normal circumstances wherein no home occupation exists;

h. No retail sales or displays for retail sales are permitted.

3. **Nameplate Allowed.** Only one nameplate shall be allowed. It may display the name of the occupant and/or the name of the occupation (i.e. John Jones, Realtor). It shall not exceed two (2) square feet in area, shall be non-illuminated, and attached flat to the main structure or visible through a window. The limitation to one nameplate is intended to apply to all lots, including corner lots. *[Ordinance 4855, 2/19/07]*

4. **Examples of Uses that Do Not Qualify as Home Occupations.** The following uses by the nature of the investment or operation have a pronounced tendency once started to rapidly increase beyond the limits permitted for home occupations and thereby impair the use and value of a residentially zoned area for residence purposes. Therefore, the uses specified below shall not be permitted as home occupations: auto repair, minor or major; beauty shops with more than one chair; barber shops with more than one chair; massage parlors with more than one table; retail sales operations where transactions occur on the premises; carpentry work; dance instructions; dental offices; medical offices; painting of vehicles; repair and sale of trailers or boats; photo developing; photo studios; private schools with organized classes; radio, television or appliance repair; and upholstering. This list shall not be construed as being all-inclusive. *[Ordinance 4855, 2/19/07]*

5. **Day Cares.** Day care services shall be permitted provided the following conditions are met: [a. through g Ordinance 3755, 12/10/90]

a. The day care service shall be at least six hundred (600) feet from an area designated by the Black Hawk County Health Department to be a health problem for children.

b. If the day care property is located on a major or minor arterial or collector street as designated on the Waterloo Functional Classification System map, access to the day care property must be gained from a public alley or driveway that allows a vehicle to re-enter the street in a forward movement only.

c. The day care service shall be in compliance with all state laws pertaining to child day care services.

d. Where a day care provider's property is not accessible from a street defined in (b) above, the traffic generated by that day care service shall not impede traffic flow on any other street by reducing traffic movement below two moving lanes. (It is the responsibility of the day care to inform those using his/her day care services of this requirement.)

E. Accessory Structures.

No accessory structure shall be erected until after the Principal Permitted Use is erected and shall not be erected in any front yard, except for temporary or seasonal use accessory

structures to a commercial use. Accessory structures shall be a distance of at least five (5) feet from alley lines; at least five (5) feet from lot lines of adjoining lots; and at least three (3) feet from the Principal Permitted Use on said lot, except that accessory structures in the rear sixty (60) percent of the lot may be erected three (3) feet from any interior lot line, and on corner lots they shall conform to the setback regulations for corner lots as provided in 10-5-1(F). Vehicles, trailers, cargo structures from vehicles or trailers, storage/moving or shipping containers, or mobile homes, or any other similar portable storage containers, regardless if it has wheels and chassis, shall not be used as an accessory structure. Said structures, excluding mobile homes, may be used for temporary storage but shall not be placed on a property for more than sixty (60) cumulative days in any given twelve-month period. Property owners may request a temporary storage container extension permit from the City Planner prior to placement on the property or prior to exceeding the sixty (60) day limit. Approval of such extensions shall only be granted for special circumstances with compelling reason why additional time is needed. Special circumstances may include, but are not limited to: 1) large construction sites, 2) emergency repair, reconstruction or rehabilitation of structures, and 3) extraordinary events such as flooding, fire, explosion, wind storms, war, riot, or similar events. The use of such structures shall not be restricted when accessory and customarily incidental to Principal Permitted Use in the "M-1" or "M-2" Districts excluding any dwelling or residence. *[Ordinance 3050, 11/1/79] [Ordinance 3102, 9/22/80] [Ordinance 5288, 06/15/15]*

1. Residential Accessory Structures: Accessory structures, except stables, may be erected as a part of the principal building, or may be connected thereto by a breezeway or similar structure, provided all yard and building code requirements for a principal building are complied with. After July 1, 2015, no single family dwelling shall be constructed or moved onto a property without a minimum of a fourteen (14) foot wide by twenty (20) foot deep accessory structure enclosed on four (4) sides, attached or detached, being constructed and maintained, and no two-family dwelling shall be constructed or moved onto a property without said minimum accessory structure for each unit or a single accessory structure a minimum of a twenty two (22) foot wide by twenty (20) foot deep. *[Ordinance 5288, 06/15/15]* Existing homes with accessory structures shall not alter the accessory structures in a manner that causes them to have less than the minimum size required or increase existing nonconformance, unless ordered to be demolished as an unsafe structure by the Building Official or designee. Accessory structures attached or connected to the principal building shall not exceed the square footage of the principle permitted use (not including decks or unenclosed porches, calculated based on the area of the base or "footprint" of the structure), however this provision shall not prohibit a five hundred seventy-six (576) square foot attached garage provided that all other requirements are met. Accessory structures that are not a part of the main building shall not exceed fif-

teen (15) feet in height with a less than two story Principal Permitted Use, and eighteen (18) feet in height for a two story or greater Principal Permitted Use. In conjunction with any one or two family residence, accessory structures that are not a part of the main building shall not occupy more than thirty (30) percent of the rear yard and shall not cover more than eight hundred fifty (850) square feet total. Said structures may exceed the eight hundred fifty (850) square feet total but shall not occupy more than six (6) percent of the lot on which said structures are located and in no case shall the total of said structures be larger than 1,800 square feet. Accessory structures (attached or detached) to a residential use shall not be constructed of metal materials for exterior siding, except for horizontal aluminum/steel siding common on many residential structures and except structures that are two hundred (200) square feet or less. Accessory structures that are not part of the main building shall not be constructed of metal materials for exterior roofing if the lowest point of the roof is closer than seven (7) feet from the adjacent grade, except structures that are two hundred (200) square feet or less. Structures that are less than nine (9) square feet shall not be included in the accessory structure limit. Structures that are less than fifty (50) square feet but more than nine (9) square feet shall not be included in the accessory structure limit, however no one or two family residence shall have more than two (2) such structures excluded from the accessory structure limit. Accessory structures that are one hundred twenty (120) square feet or less and are eight feet in height or less shall not be required to meet setback requirements, however this provision shall not authorize accessory structures over any property line, platted building line, or easement. *[Ordinance 5288, 06/15/15]* Freestanding or attached metal-framed carports, or similar structures, shall be prohibited in conjunction to any residential use. *[Ordinance 3050, 10/1/79] [Ordinance 3102, 9/22/80] [Ordinance 3645, 5/8/89] [Ordinance 4656, 11/10/03] [Ordinance 4725, 09/20/04]* In conjunction with any multiple family residence (three or more dwelling units), accessory structures that are not a part of the main building shall not exceed a total size of more than five hundred seventy six (576) square feet in area per dwelling unit.

2. Commercial Accessory Structures: Commercial accessory structures shall be constructed only as accessory to a Principal Permitted Use on the lot, as allowed by the underlying zoning classification. Any such Principal Permitted Use must be in accordance with all applicable building codes, zoning, engineering, and other pertinent ordinances to be eligible for the use (i.e. a residentially built home in a "C" or "M" District cannot construct or convert a commercial sized accessory structure, unless the residential building has been properly rehabilitated to meet all commercial building codes, parking requirements, etc. and is used for a commercial business). Nothing in this Section shall prohibit the erection of two Principal Permitted Uses on one lot, provided

all pertinent codes and ordinances are met.

Commercial accessory structures shall not be limited in height, materials, or size, except as limited by other provisions for commercial sites, such as parking requirements, drainage, landscaping, etc., by this Ordinance. *[Ordinance 4725, 09/20/04]*

Fences shall be considered accessory structures but shall be regulated by Section 10-5-1(C). Signs shall be considered accessory structures but shall be regulated by Chapter 25. Other accessory structures such as flagpoles, swimming pools (including hot tubs and spas), swing sets/playground equipment, landscaping features such as arbors and fountains, and other similar structures shall not be regulated by this Section, except that swimming pools capable of holding water over twenty four (24) inches shall not be permitted in the front yard of a residential use. A deck that is attached to or within three (3) feet of a principal structure shall be considered to be part of the principal structure and subject to the regulations for a principal structure, except as provided in Section 10-27-1(G) and except that no setback shall be required between an attached deck and an accessory structure. Detached decks more than three (3) feet from a principal structure shall be regulated by this Section, except that one (1) detached deck of two hundred (200) square feet or less shall not be included in the accessory structure size limit as calculated herein. Accessory solar facilities meeting the requirements of Section 10-27-1(L) shall be considered accessory structures but shall be regulated by Section 10-27-1(L). Small wind energy facilities meeting the requirements of Section 10-27-1(T) shall be considered accessory structures but shall be regulated by Section 10-27-1(T). *[Ordinance 4725, 09/20/04]*

F. Corner Lots.

1. Narrow dimension street frontage for corner lots, whose frontage is street side with the narrow width of the lot, shall be required to meet the front yard requirement of this District on that narrow dimension with the rear yard being opposite of this. The longer dimension street frontage can then be reduced to one-half (1/2) the front yard requirement of the District.
2. Longer dimension street frontage for corner lots (reversed frontage lots), whose frontage is considered along the longer dimension street frontage, shall meet the front yard setback back requirements of the District it is located along the longer dimension street frontage as well as meeting the front and rear yard requirements along the narrow dimension frontage. The rear yard must be opposite the front yard along the narrow dimension. This Section does not require a rear yard to be met opposite the longer dimension street frontage.

G. Visibility at Intersections in Residential Districts.

On a corner lot in a residential district, nothing shall be erected, placed, planted, or allowed to grow in such a manner as materially to impede vision between a height of two and one-half (2 ½) feet and ten (10) feet above the centerline grades of the intersecting streets in a triangular area bounded by the lot lines of such corner lots and a line drawn between two (2) points each located twenty (20) feet from the intersection of the lot lines on the corner of the lot located at the intersection.

H. Front Yard.

For any residential use there shall be a minimum front yard required as stated in the yard requirements for that particular district; provided, however, that where lots compris-

pollution prevention plan and IDNR permit (if required).

R. Proposed Use Not Covered by Title.

Any proposed use not covered in any District as a Principal Permitted use or a Special Permit use may be administratively reviewed and approved by the City Planner or designee as a Principal Permitted use or a Special Permit use in a District if the proposed use is similar to a listed Principal Permitted use or Special Permit use in such District. If the City Planner or designee determines that a proposed use is not similar, the use shall be permitted in the "M-2" District. In addition, a proposed use not covered by title and not determined to be similar to a use covered by title may be referred to the Commission and City Council for a decision as to the proper District and category in which said use should be permitted. This process requires an amendment to the Ordinance prior to addressing a specific site. Therefore, in order to add an unlisted use to a District, the Ordinance must be amended as provided in Chapter 31, before a rezoning request can be approved.

S. Landscaping Regulations.

[Ordinance 3907, 12/21/92]

This part shall apply to the following activities for all Special Permit and "R-3" or less restrictive uses; except one and two family dwellings and except the "C-3" zone; which engage in one or more of the following:

a. new construction

b. expansion of an existing building equal to 10% or 1000 square feet whichever is less

c. new or expanded parking areas

1. Landscape Area and Planting Requirements.

Developments requiring landscaping under this part shall provide one of the following combinations of landscaped area and planting points per square foot of total lot area:

LANDSCAPED ± AREA	POINTS PER SQUARE FOOT
35% or more	.015
30%	.02
25%	.025
20%	.03
15%	.035
10% or less	.04

The following landscaping requirements shall be met:

A minimum of 65 percent of all required points shall be achieved through tree plantings.

The points required per square foot of vehicular use area shall be placed within islands in the vehicular use area and/or within five feet (5') of the perimeter. There shall be .04 points per square foot of vehicular use area. The intent is to position the plantings to enhance the overall appearance of the site.

All required trees within the vehicular use area shall be two inch (2") caliper or greater measured six inches (6") above grade at the time of planting.

2. Street Tree Planting.

A minimum of 1.5 points per linear foot of street frontage must be met through the provision of trees, and planting shall comply with the Vegetation Ordinance as set forth in Section 7-5-3 of the Code of Ordinances, as amended. *[Ordinance 5288, 06/15/15]* If circumstances do not allow plantings on the city parking, street tree points shall be placed in the street yard setback area.

3. Expansion of Existing Use.

For additions to existing buildings or parking areas, the following percent of to-

tal points and total landscaped area shall be applied to the project dependent upon the total size of all additions since the adoption of this Section:

The lesser of:	Shall require:
< than 10% addition	Nothing
10% - 20% addition or 1000 square feet	25% of Ordinance requirements
21% - 40% addition or 2000 square feet	50% of Ordinance requirements
41% - 50% addition or 2500 square feet	75% of Ordinance requirements
51% addition or 2501 square feet	100% of Ordinance requirements

4. Alternative Compliance.

[Ordinance 3964, 8/9/93]

For sites larger than one (1) acre in area or those with difficult site conditions, the City Planner or his/her designated representative may approve the plan if the following findings are made:

a. The proposed improvements will fulfill an individual and/or community need and will not adversely affect the goals of the Land Use Policy Plan; and

b. The proposed improvements, because of the conditions that have been applied to it, will not be detrimental to the health, safety and the general welfare of persons residing or working in the area and will not adversely affect other property on in the vicinity; and

c. The proposed improvements will meet the purpose and intent of this part.

5. Maintenance.

The owner shall be solely responsible for the maintenance of any and all landscaping. This maintenance shall include but not be limited to, removal of litter, pruning, mowing of lawns, adequate watering for all plant life, and also weeding in accordance with the Tree and Shrub Care Guidelines as set in forth by the Waterloo Park Commission. The owner shall also be responsible for any replacement, as necessary, in order to preserve the landscaping plan as approved by this Section. The responsibility to maintain the landscaping shall include the parking strip located between the private property line and the public street or highway, directly adjacent to the owner's property. A maintenance and right to enter agreement shall be signed prior to a building permit being issued.

6. Submittal Requirements.

Submittal for landscape approval shall include a separate planting plan showing type, size, and number of plantings; a site plan showing total area and total landscaped area and any supplementary information as required to demonstrate conformance to the landscape requirements. Any deviations from the approved landscape plan must receive approval from the City Planner or his/her designated representative prior to installation.

7. Measured Compliance.

The following point schedule and conditions apply to required landscaping in all zones and shall be used in determining achieved points for required planting:

Overstory Trees

4 inch caliper or greater	100 points
3 inch caliper or greater	90 points
2 inch caliper or greater	80 points
Trees with caliper of more than 4 inches	25 points per inch

Understory Trees

2 inch caliper or greater	40 points
1½ inch caliper or greater	30 points
1 inch caliper or greater	20 points

Shrubs	
5 gallon or greater	10 points
2 gallon or greater	5 points
Conifers	
10 foot height or greater	100 points
8 foot height or greater	90 points
6 foot height or greater	80 points
5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

[Ordinance 3907, 12/21/92]

CHAPTER 6
"A-1" AGRICULTURAL DISTRICT

10-6-1 REGULATIONS.

The regulations set forth in this Chapter and those contained in Chapter 5 shall apply in the "A-1" Agricultural District.

The "A-1" District is intended to provide for areas of the community which are suitable for agricultural and interrelated agricultural uses that are adjacent to residential, commercial or industrial districts. Any outside storage of materials or equipment shall be limited and clearly incidental and accessory to the Principal Permitted Use, and shall not include the outside storage of junk or salvage material or similar debris. Outside storage of materials or equipment shall not be permitted in a front yard. This provision shall not restrict the outside storage of licensed and operable vehicles or agricultural equipment or machinery that are accessory and clearly incidental to the Principal Permitted Use.

A. Principal Permitted Uses:

1. Agriculture, farming and the usual agricultural buildings and structures, including specialized animal farms, provided that no structures shall be permitted unless accessory to another Principal Permitted Use or unless such structures are located on a farm as defined herein. Any fenced confinement area (excluding pastures) for farm animals shall have a minimum 10-foot setback from all property lines. Due to the incompatibility of farm animals and livestock with urban development, large scale animal operations, including animal confinement operations, shall be prohibited unless the Board of Adjustment, through Special Permit application, shall find that a proposed operation would be consistent and compatible with existing and future surrounding land uses. Also a single-family dwelling provided that the owner/occupant is actively engaged in the farming operation and is a member of the farm owner's immediate family. For the purpose of this Section, the immediate family shall be interpreted as father, mother, son, daughter, wife, husband, brother, sister, grandparent or grandchild. Only one (1) lot that is a minimum of three (3) acres for this purpose shall be separated from a farm and at least thirty-five (35) acres shall remain after the transfer with the farm. *[Ordinance 4656, 11/10/03]* *[Ordinance 5417, 8/28/17]*
2. Truck gardening and nurseries *[Ordinance 4656, 11/10/03]*, provided however that any structures associated with such uses shall comply with Section 10-5-1(E) as if accessory to a single family residence, unless such uses are located on a farm as defined herein.
3. Stables, public and private, riding academies and clubs, and riding arenas, where there exists a minimum lot size of ten (10) acres and an area devoted to such purposes of at least five thousand (5,000) square feet per animal and provided further that no structure or building for the stabling of horses or tethering area be closer

than fifty (50) feet from abutting residential properties. The area devoted to such uses shall be kept in a clean and sanitary condition. ~~Private (non-commercial) stables shall not be subject to the ten (10) acres requirement.~~ *[Ordinance 5417, 8/28/17]*

4. Grain elevators with usual accessory structures and the seasonal storage of coal whenever on or adjacent to and not more than one hundred (100) feet from a railway right-of-way.

5. Mining and extraction of minerals or raw material, including sand or gravel pits or borrow sites, upon approval of a Special Permit by the Board of Adjustment after review by the Commission.

6. Airports and landing fields, with Federal Aviation Administration approval if required.

7. Forest and forestry.

8. Parks, playgrounds, recreational trails, and similar recreational uses.

9. Any public building or use erected or maintained by any department of the city, township, county, state or federal government a public agency, upon approval of a Special Permit by the Board of Adjustment after recommendation of the Commission, except as provided in Section 10-27-1.

10. Public utility structures and equipment necessary for the operation thereof in accordance with Section 10-27-1.

11. Transmitting stations and towers in accordance with Section 10-27-1.

12. Recreational vehicles as defined herein, within special flood hazard areas zoned A, AH, AO and AE on the Flood Insurance Rate Map must:

    1. Be on the site for fewer than 180 consecutive days, and

    2. Be fully licensed and ready for highway use.

    A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by disconnect type utilities and security devices, and has no permanent attached additions. *[Ordinance 4125, 9/11/95]* A recreational vehicle that is accessory to a Principal Permitted Use and is fully licensed and ready for highway use may be on the site for more than 180 consecutive days for storage purposes only and not living quarters. *[Ordinance 5049, 6/20/11]*

13. Single-family homes that were legally built prior to adoption of Ordinance 2479, adopted 02/03/69. For the purposes of this Ordinance, any such legally established dwelling is not considered a non-conforming use as defined herein, but is considered a legal use. Furthermore, any such legally established dwelling may be rebuilt on the same lot as legally established, provided that all other rules and regulations of this Ordinance are met. However, such rebuild must occur within two (2) years of the removal of the original structure or within two (2) years of removal of a legal replacement structure. *[Ordinance 4656, 11/10/03] [Ordinance 5288, 06/15/15]*

14. Public and parochial schools and other educational institutions having an established current curriculum similar to that ordinarily given in Waterloo public schools, and colleges, universities, or institutions of higher education, upon approval of a Special Permit by the Board of Adjustment after review by the Commission.

15. Large Wind Energy Facilities upon approval of a Special Permit by the Board of Adjustment after review by

the Commission and in accordance with Section 10-27-1.

B. Accessory Uses:

1. Accessory uses and structures customarily incidental to any of the above uses. *[Ordinance 4724, 9/20/04]*

2. ~~*Repealed by Ordinance 4724, 9/20/04.*~~Stables, when private non-commercial and when accessory to a residential dwelling and when not meeting the requirements as a principal permitted use, are allowed when meeting the requirements of Section 10-7-2(B)(4). Any existing private non-commercial stable accessory to a principal permitted use maintained with horses prior to and through the adoption of Ordinance ____ adopted _____ will not be required to meet the requirements of Section 10-7-2(B)(4) and shall be a non-conforming use.

10-6-2 HEIGHT REGULATIONS.

Any building hereafter erected or structurally altered may be erected to any height not in conflict with other existing or future ordinances of the City of Waterloo.

10-6-3 BULK REGULATIONS.

The following minimum requirements shall be observed, subject to the modified requirements contained in Section 10-27-1:

"A-1" AGRICULTURAL DISTRICT

USE	MINIMUM LOT AREA	MINIMUM LOT WIDTH	MINIMUM LOT AREA PER FAMILY	MINIMUM FRONT YARD (1)	MINIMUM SIDE YARD	MINIMUM REAR YARD
Farm Building or Farm House *[Ordinance 5417, 8/28/17]*	35 Acres	No Minimum	35 Acres	50 Feet	25 Feet	50 Feet
Single Family Dwellings built prior to Ordinance	1.5 Acres	150 Feet	1.5 Acres	50 Feet	25 Feet	50 Feet
Other Permitted Uses	1.5 Acres	No Minimum	1.5 Acres	50 Feet	50 Feet	50 Feet

(1) The front yard depth of any lot abutting on a "Major Street" shall be measured from the proposed right-of-way lines as shown on the Official Major Street Plan.

CHAPTER 7
"R-R" RURAL RESIDENCE DISTRICT

[Ordinance 4616, 6/9/03]

10-7-1 PURPOSE.

The "R-R" Rural Residential District is intended to provide regulations for land that is being converted to large lot residential uses. Lots to be included in this District must be larger than one and one half (1.5) acres but smaller than ten (10) acres. Because availability of either water or sewer services for properties in this District are provided through the use of individual wells or rural water type system and septic systems they must meet Board of Health standards. Areas to be developed shall be conducive to the construction and operation of onsite waste treatment systems and private water wells to be determined by the Black Hawk County Health Department. The Health Department may require an engineered plan for onsite waste treatment systems and private water wells. The

3. Boarding and lodging houses, rooming houses, and bed and breakfasts.

4. Group Homes (Voluntary Supervised), upon approval of a Special Permit by the Board of Adjustment after review by the Commission. *[Ordinance 4554, 6/3/02]*

5. Non-profit institutions of a philanthropic or educational nature, including libraries, upon approval of a Special Permit by the Board of Adjustment after recommendation of the Commission.

6. Day care (adult or child), nursing and convalescent homes, and hospice facilities. *[Ordinance 3755, 12/10/90]*

7. Private clubs, fraternities, sororities, and lodges, upon approval of a Special Permit by the Board of Adjustment after recommendation of the Commission, excepting those the principal activity of which is a service customarily carried on as a business.

8. Mobile home parks, including factory-built home parks if the structures are not classified as real estate, upon approval of a Special Permit by the Board of Adjustment after recommendation of the Commission.

9. Hospitals, excluding animal hospitals, and clinics, upon approval of a Special Permit by the Board of Adjustment after recommendation of the Commission.

10. Alterations and conversions of single family dwellings, two family dwellings, or multiple family dwellings into two family dwellings, multiple family dwellings, boarding and lodging houses, rooming houses, or bed and breakfasts shall only be allowed in accordance with the lot area, frontage and yard requirements as set forth in this Section, upon approval of a Special Permit by the Board of Adjustment after recommendation of the Commission. *[Ordinance 5288, 06/15/15]*

B. Accessory Uses:

1. Accessory uses permitted in the "R-2" District.

2. Other accessory uses and structures, not otherwise prohibited, customarily accessory and incidental to any permitted principal use, including child daycare incidental to a non-residential principal permitted use (residential regulated by home occupation provisions in Section 10-5-1(D)). *[Ordinance 4724, 9/20/04]* Accessory structures shall meet the requirements provided for residential accessory structures in Section 10-5-1(E), including structures accessory to non-residential principally permitted uses unless approved by Special Permit.

3. Storage garages where the lot is occupied by multiple dwelling, hospital, or institutional building, for storage of items accessory to the Principal Permitted Uses.

10-10-2 HEIGHT REGULATIONS.

No principal building shall exceed three (3) stories or forty-five (45) feet in height at the required front, side and rear yard lines, but above the height permitted at said yard lines, two (2) feet may be added to the height of the building for each one (1) foot that the building or portion thereof is set back from the required yard lines and except as further provided in Section 10-27-1. No accessory structure shall exceed a height as provided in Section 10-5-1(E), including structures accessory to non-residential principally permitted uses unless approved by Special Permit.

10-10-3 BULK REGULATIONS.

[Ordinance 3210, 5/10/82]
[Ordinance 3908, 12/21/92]

quirements of this Ordinance or Subdivision Ordinance.

H. Platting Required.

If platting is required and a final plat has not been approved and recorded on any part or portion of the development, the platting procedure must be followed in accordance with the City of Waterloo Subdivision Ordinance No. 2997 on all portions or parts not platted. The site development plan can be resubmitted as a preliminary plat if it meets the preliminary plat requirements. *[Ordinance 3223, 6/21/82]*

CHAPTER 13
"S-1" SHOPPING CENTER DISTRICT ~~REGULATIONS~~
~~(Shopping Center Commercial District)~~

10-13-1 REGULATIONS.

The "S-1" District is intended to provide for the development of shopping centers. For the purpose of this Section, the term "shopping center" shall mean a planned retail and service area often under single ownership, management, or control characterized by a concentrated grouping of stores and compatible uses, with various facilities designed to be used in common, such as ingress and egress roads, extensive parking accommodations, drainage, etc. The "S-1" District shall allow greater flexibility and diversification of land uses and building locations than conventional single lot method. It is the intent of this section that the basic principles of good land use planning be maintained and that sound zoning standards as set forth in this Ordinance concerning orderly growth and development, traffic patterns, and compatible design and use be preserved.

Since shopping center developments, whether large or small, have a significant effect upon the Comprehensive Plan for the development of the City, extensive authority over their development is retained by the Commission. Many matters relating to the shopping center's design, its potential for success or failure and its effect upon surrounding neighborhoods must be considered by the Council and Commission in order to reasonably be assured that the area will not eventually become blighted. It is further intended that in the event of an applicant's failure to construct a shopping center in accordance with a reasonable time schedule, the City Council shall enact the necessary legislation to reclassify the area to another classification consistent with the surrounding neighborhood in order that the property will not be sterilized from use. Such action would also, because of the reduction in commercial zoning in a given area, provide conditions whereby it could be reasonable for the Council to classify other areas in the vicinity for shopping center use.

A. Procedures.

The owner or owners of any tract of land comprising an area of not less than five (5) acres may submit to the City Council a plan for the commercial use and development of such tract for the purpose of meeting the requirements of this Section. Said plan shall be accompanied by evidence concerning the feasibility of the project and its effects on surrounding property and shall include each of the following:

1. A site plan defining the areas to be developed for buildings, the areas to be developed for parking, the location of sidewalks and driveways and the points of ingress and egress, including access streets where required, the location and height of walls, the location and type of landscaping, and the location, size and number of signs.
2. An analysis of market conditions in the area to be served, including the types and amount of service needed and general economic justification.
3. A traffic analysis of the vicinity indicating the short term and long term

effect of the proposed shopping center on the adjacent streets.

4. A statement of financial responsibility to assure construction of the shopping center, including landscaping, in accordance with the plan and the requirements of this Section.

Said development plan shall be referred to the Commission for study and for report after public hearing. The Commission shall review the conformity of the proposed development with the standards of the Comprehensive Plan and with recognized principles of civic design, land use planning, and landscaping architecture. The Commission may approve the plan as submitted or before approval may require that the applicant modify, alter, adjust, or amend the plan as the Commission deems necessary to the end that it preserve the intent and purpose of this Ordinance to promote public health, safety, morals, and general welfare. The development plan as approved by the Commission shall then be reported to the City Council, whereupon the City Council may after notice and public hearing approve or disapprove said plan as reported or may require such changes thereto as it deems necessary to effectuate the intent and purpose of this Ordinance. Upon approval of the plan, the City Council shall then initiate a change in zoning of the subject tract of land in accordance with the provisions of Section 10-32-1 of this Ordinance to the "S-1" District classification.

B. Standards.

Uses permitted in the "S-l" District shall include any use permitted in the "C-3" District, except adult uses as defined in this Ordinance, and except that an alcohol sales use shall meet the requirements of the "C-2" District, ~~or~~ and except as limited by this district, provided, however, the Council may consider any additional restrictions proposed by the owner. The lot area, lot frontage, and yard requirements of the "C-2" District shall be considered minimum for the "S-l" District; however, it is expected that these minimums will be exceeded in most situations. Buildings may be erected to heights greater than those allowed in the "C-2" District in accordance with the intent and purpose of this Section, and the minimum yard requirements and parking requirements of this Ordinance shall apply to all developments, except that the City Council may, after recommendation from the Commission, alter those requirements to preserve the intent and purpose of this Ordinance.

C. Completion.

The Council may make the approval of the shopping center plan contingent upon the completion of construction and improvements within a reasonable period of time, provided; however, that in the determination of such period, the Council shall consider the scope and magnitude of the project and any schedule or timetable submitted by the developer. Failure to complete the construction and improvements within said period of time shall be deemed sufficient cause for the Council in accordance with the provisions of Section 10-32-1 to rezone the subject property to the classification effective at the time of original submission of the shopping center plan unless an extension is recommended by the Commission and approved by the Council for due cause shown. Any proposed change in the shopping center plan after approval by the Council, shall be resubmitted and considered in the same manner as the original proposal.

D. Minor Site Plan Amendments.

[Ordinance 2913, 8/22/77]
[Ordinance 3918, 1/11/93]
[Ordinance 4142, 12/18/95]

A site plan shall be prepared in accordance with subsection A above for any alteration to a site plan located in a "S-1" Shopping Center Commercial District. Minor Site Plan Amendments shall be administratively reviewed by Planning staff. If the change is considered insignificant in nature, staff may approve the change without a review and

fectively screened on each side facing a Residential or Commercial District and on each side facing a public street by a solid fence, wall or densely planted compact hedge not less than six (6) feet or more than eight (8) feet in height.

A. Principal Permitted Uses:

1. Any use permitted in the "C-3" District, except that alcohol sales uses shall meet the regulations of the "C-2" Commercial District *[Ordinance 4976, 11/23/09]* and except that no occupancy permit shall be issued for any school, hospital, clinic, or other institution for human care (excluding child daycare facilities), or new dwelling or residence except where physically attached and a part of another permitted use. This restriction shall apply to new dwellings or residences only, and shall not prohibit the rehabilitation, reconstruction, or rebuilding of dwellings or residences in industrial districts that were legally built prior to adoption of Ordinance 2479, adopted 02/03/69. Furthermore, any such legally established dwelling or residence may be rebuilt, if damaged or destroyed, on the same lot as legally established, provided that all other rules and regulations of this Ordinance are met. For the purposes of this Ordinance, any such legally established dwelling or residence is not considered a non-conforming use as defined herein, but is considered a legal use as described in this paragraph. However, such rebuilding must occur within two (2) years of the removal of the original structure or within two (2) years of removal of a legal replacement structure. *[Ordinance 3486, 6/15/87] [Ordinance 4614, 5/5/03]*
2. Automobile assembly
3. Bag, carpet and rug cleaning; provided necessary equipment is installed and operated for the effective precipitation or recovery of dust.
4. Bakeries, other than those whose products are sold at retail only on the premises.
5. Welding or other metal working shops, excluding shops with drop hammers and the like.
6. Contractor's equipment storage yard or plant or rental of equipment commonly used by contractors, storage and sale of livestock, feed and/or fuel, provided dust is effectively controlled and storage yards for vehicles of a delivery or drying service.
7. Carting, express, hauling or storage yards.
8. Circus, carnivals or similar transient enterprises; provided such structures or buildings shall be at least two hundred (200) feet from any "R" District.
9. Coal, coke or wood yard.
10. Concrete mixing, concrete products manufacture.
11. Copper works.
12. Creamery, bottling works, ice cream manufacturing (wholesale), ice manufacturing and cold storage plant.
13. Enameling, lacquering or japanning.
14. Foundry casting light weight nonferrous metals or electric foundry not causing noxious fumes or odors.
15. Flammable liquids, underground storage only, not to exceed twenty-five thousand (25,000) gallons, if located not less than two hundred (200) feet from any "R" District.
16. Laboratories - experimental, film or testing.
17. Stable, public or private, riding academy or club.

18. Machine shop.
19. Manufacture of musical instruments and novelties.
20. Manufacture or assembly of electrical appliances, instruments and devices.
21. Manufacture of pottery or other similar ceramic products, using only previously pulverized clay and kilns.
22. Manufacture and repair of electric signs, advertising structures, sheet metal products, including heating and ventilating equipment.
23. Milk distributing station other than a retail business conducted on the premises.
24. Mini-storage development. *[Ordinance 4683, 4/12/04]*
25. Sawmill, planing mill, including manufacture of wood products not involving chemical treatment.
26. The manufacturing, compounding, processing, packaging, ~~or~~ treatment, or storage of cosmetics, pharmaceutical, and food products, but not including slaughter houses, stock yards, or other facilities processing or handling live animals, and not including ~~except fish and meat products, cereals, sauerkraut, vinegar, yeast, stock feed, flour, and~~ the rendering or refining of fats and oils.
27. The manufacture, compounding, assembling or treatment of articles or merchandise from previously prepared materials such as bone, cloth, cork, fiber, leather, paper, plastics, metals or stones, tobacco, wax, yarns and wood.
28. Automobile Body or Fender Repair Shop. Vehicles not in running condition, not DOT operational and not being actively restored to running condition as well as machinery, salvage, or used parts shall be located in an enclosed building.
29. Wholesale Lumber Yards or Building Material Sales Yards or Manufacturing Facilities.
30. Storage Warehouse or Business including mini-storage or storage rental.
31. Wholesale Warehouse or Business, cross-docking warehouse, or shipping terminal.
32. Recycling, Junk or Salvage Yards upon approval of a Special Permit by the Board of Adjustment after recommendation of the Commission and in compliance with the requirements of 10-27-1(H)(8). Any new yard established after the effective date of adoption of this Ordinance shall have a minimum fenced yard area of five (5) acres. This provision shall not restrict the expansion of an existing yard that is less than five (5) acres.
33. Sales Auction including automotive, farm implement, livestock, furniture/appliances, and similar uses.
34. Delayed deposit services uses.
35. Fireworks Sales, provided that any such structure or building used for fireworks sales shall be at least two hundred (200) feet from any "R" District, and provided that any temporary structure used for fireworks sales (tent, trailer, cargo container, etc.) shall be set back at least twenty-five (25) feet from any property line. *[Ordinance [Ordinance 5484, 2/18/19]*

B. Accessory Uses:

1. Any accessory uses permitted in the "C-3" Commercial District.
2. Any accessory uses customarily accessory and incidental to a permitted principal use.

missible which involve hazardous operations or circumstances, or create conditions or effects which, if not properly managed, could be unhealthy, offensive, or injurious to workers or the public-at-large. For this reason, and because the performance standards set forth in this Ordinance provide only limited control, it is necessary that any application for "M-2" District be heavily scrutinized for proper spatial relationship to adjoining districts with respect to prevailing winds, traffic patterns, service facilities such as sewer, water, roads and public safety (police, fire and emergency response), compatibility with surrounding land uses, and other similar considerations.

A. Principal Permitted Uses:

A building or premises may be used for any purpose whatsoever except those listed in subparagraph 1, 2, 3, 4 and 5 below, and except as provided in Section 10-27-1(H):

1. No occupancy or building permit shall be issued for any use in conflict with any ordinance of the City of Waterloo or law of the State of Iowa regulating nuisances.

2. No occupancy or building permit shall be issued for any dwelling, school, hospital, clinic, or other institution for human care (excluding child daycare facilities), except where physically attached and a part of another permitted principal use. The provisions of 10-19-1(A)(1) shall apply in regards to dwellings legally established prior to adoption of Ordinance 2479, adopted 02/03/69. *[Ordinance 4614, 5/5/03]*

3. No occupancy or building permit shall be issued for gaming facilities, except upon approval of a Special Permit by the Board of Adjustment after review by the Commission to evaluate the site layout, traffic, and other ordinance and code provisions. The impact upon existing infrastructure and development as well as the overall growth and development of the community will also be reviewed. *[Ordinance 4735, 10/18/04]*

4. No occupancy or building permit shall be issued for any of the following uses until and unless the location of such use shall have been authorized by the City Council after report from the Fire Department and recommendation by the Commission:

   a. Slaughter houses or stock yards.
   b. Manufacturing or wholesale storage of acids.
   c. Cement, lime gypsum, or plaster of paris manufacture.
   d. Distillation of bones.
   e. Explosive manufacture or storage.
   f. ~~Fat rendering~~Rendering or refining of fats and oils.
   g. Fertilizer manufacture or processing.
   h. Garbage, refuse or dead animal reduction or dumping.
   i. Gas manufacturing and cylinder recharging.
   j. Glue, size or gelatin manufacturing.
   k. Refining or wholesale storage of petroleum or petroleum products or gasoline.
   l. Manufacturing of rubber goods.
   m. Smelting of tin, copper, zinc, or iron ores.
   n. Waste Disposal or Landfill.
   o. Waste paper yard.

5. Alcohol Sales Uses, provided said use meets the regulations of the "C-2" Commercial District. *[Ordinance 4976, 11/23/09]*

B. Accessory Uses:

1. Any accessory uses permitted in the "M-1" Light Industrial District.

lic view by incorporating the natural landscaping and topography with introduction of additional planting and grading to accomplish this desire.

All parking areas for more than four (4) spaces shall be aesthetically improved in accordance with the Landscaping Regulations of Section 10-5-1(S).

[Ordinance 3907, 12/21/92]

8. Where a parking facility does not abut on a public street, there shall be provided an access drive not less than ten (10) feet in width in the case of a dwelling and not less than twenty (20) feet in width in all cases leading to the loading or unloading spaces and parking or storage area required hereunder. Except where provided in connection with the use permitted in a residential district, such easement of access or access drive shall not be located in any residential district.

9. Every parking lot shall be so arranged as to provide for the orderly and safe loading or unloading and parking and storage of self-propelled vehicles. All off-street parking facilities fronting on a public street shall be so designed so as to permit entrance and exit by forward movement of the vehicle. The backing or backward movement of vehicles from an off-street parking facility onto a public street shall be strictly prohibited, except for one and two family dwellings and except multi-family row dwellings meeting the requirements of 10-25-2(B)(18). *[Ordinance 5288, 06/15/15]* The stacking of parking stalls where access to a stall requires driving over any portion of another stall is prohibited, except for one and two family dwellings. The minimum driveway width between two rows of parking stalls shall be fifteen (15) feet for 45 degree angled parking, nineteen (19) feet for 60 degree angled parking or for 45 degree and 60 degree herring bone pattern parking, and twenty-four (24) feet for 90 degree parking. The minimum driveway width when other than between two rows of parking stalls shall be fifteen (15) feet for one-way access and twenty (20) feet for two-way access.

10. The City Planner or representative shall be responsible for reviewing and approving the layout of all parking facilities in order to meet the stipulations of these regulations. In addition, in case any building, structure, or use is not specifically mentioned herein, the provisions for a use which is mentioned and to which said use is similar shall apply.

11. Screening and Landscaping: All open parking areas containing more than four (4) parking spaces shall be effectively screened as defined herein on each side adjoining property situated in a Residence District or any institutional premises, except when the adjoining property is used for professional office or multi-family, by a wall or densely planted compact hedge, except if the closest point of such parking area is at least one hundred (100) feet from the nearest residential or institutional property line or across a street. For such parking areas separated from property situated in a Residence District or any institutional premises by an alley, the screen shall be required except along approved points of access, provided that the points of access are not more than twenty-four (24) feet wide and not less than thirty-six (36) feet apart. Points of access more than twenty-four (24) feet wide or closer than thirty-six (36) feet apart shall be allowed if the screen is installed on the oppo-

does not exceed two and one-half (2 ½) feet above the grade.

23. ***Multiple-faced Sign:*** A sign containing three or more faces.

24. ***On-Premise Sign:*** A sign relating in its subject matter to the premises on which it is located, or to products, accommodations, services, or activities on the premises.

25. ***Off-Premise Sign:*** A sign other than an on-premise sign. Bus benches with advertising are signs, but are regulated by Section 7-2B-3 of the City of Waterloo Code of Ordinance. Also referred to as a Billboard. *[Ordinance 5395, 04/10/17]*

26. ***Pole or Post Sign:*** A freestanding sign principally supported by pole(s) or post(s) affixed to the ground and not supported by a building. Such a sign shall not be located within the triangular area described in the definition of Monument Sign above unless the bottom of the sign is ten (10) feet or greater above the grade.

27. ***Political Sign:*** A temporary sign intended to advance a political statement, cause or candidate for office.

28. ***Portable Sign:*** Any sign not permanently attached to the ground or to the building (see Temporary Sign).

29. ***Projecting Sign:*** A sign attached to the building that projects from the building (usually perpendicular to the building).

30. ***Real Estate Sign:*** A temporary sign advertising the sale, lease, or rental of the property or premises upon which it is located.

31. ***Revolving Sign:*** A sign that revolves 360 degrees about an axis.

32. ***Roof Line:*** The top edge of a peaked roof.

33. ***Roof Sign:*** A sign mounted on, and supported by, the main roof portion of a building.

34. ***Sign:*** Any structure or device designed or intended to convey information to the public in written or pictorial form for the purpose of bringing the subject thereof to the attention of the public. Flags displayed from flagpoles or staffs will not be considered to be signs.

35. ***Temporary Sign:*** A sign intended to display either commercial or noncommercial messages of a transitory or temporary nature. Portable signs or any sign not permanently embedded in the ground, or not permanently affixed to a building or sign structure that is permanently embedded in the ground, are considered temporary signs.

36. ***Wall Sign:*** A sign that is in any manner affixed to any exterior wall of a building or structure and projects not more than 18 inches from the building or structure wall.

37. ***Window Sign:*** A sign affixed to or painted on the surface of a window with its message intended to be visible to and readable from the public way or from adjacent property.

C. Regulation of All Signs.

The regulations contained in this chapter shall apply to and regulate signs in all Districts except the "H-C" Highway Corridor Overlay Districts. No sign shall be located, erected, or maintained except in compliance with these regulations. All signs shall be considered as accessory uses to a Principal Permitted Use, except for off-premise advertising signs and billboards. All signs may be erected up to the property line, unless otherwise specified in this Ordinance. Such signs shall

obtain a building permit and zoning approval prior to construction.

1. Exemptions: The regulations contained in this Section shall not apply to:

   a. Traffic control signs or devices placed or approved by the City of Waterloo;

   b. Signs located within buildings, excluding Home Occupations, or within public sports complexes or facilities;

   c. Official signs of a non-commercial nature erected by public utility companies;

   d. "For Sale" and "Garage Sale" type signage less than six (6) square feet on private property. Said signage shall be removed when the sale is completed; and

   e. Political signs on private property in compliance with the Code of Iowa.

2. Prohibited Signs:

   a. Non-exempt signs in street rights-of-way excluding approved signs in the "C-2" and "C-3" District, and subdivision signs as provided in this Section; and

   b. Signs which resemble traffic control signs or devices.

   c. With respect to the premises of any establishment that is a limited alcohol sales use (off-premise consumption), except as set forth below, any sign that includes any image or verbiage that makes use of the words "alcohol," "beer," "wine," "liquor," or any variant or synonym of any such word, or any type of such beverage, or that indicates or suggests that such beverages may be purchased in or upon the premises, except that banner, portable and temporary signs shall be allowed if conforming to the requirements of Section 10-26-1(C)(4)(j) and if not in violation of Iowa Code § 123.51. The limitations of this paragraph shall not apply to establishments located in the "C-3" Commercial District, to any grocery store in which the retail floor space in the building equals or exceeds 15,000 square feet, or to a pharmacy. *[Ordinance 5465, 9/4/18]*

3. Off-Premise Advertising Signs and Billboards:

   Off-Premise Advertising is a traditional and legitimate advertising medium involving the lawful use of private property. The term Off-Premise Advertising Signs and Billboards shall be considered synonymous. *[Ordinance 5395, 04/10/17]*

   Off-Premise Advertising should be regulated to provide for safe structures to be properly located so as to meet uniform standards for construction and maintenance and to be maintained to conform to a neat and pleasant community appearance.

   In all districts where permitted (C-2, C-3, M-1, and M-2, excluding corridor overlay districts), billboards shall have a prime message area not to exceed 300 square feet. Billboards may exceed 300 square feet for unique site characteristics including, but not limited to, setbacks, surrounding land uses and structures, spaciousness and visibility. Such a request over the 300 square foot limit must follow the procedure by applying for a Special Permit from the Board of Adjustment. In no case shall the Board of Adjustment grant a Special Permit that exceeds 672 sq. ft., and an embellishment, trim and skirting area not to exceed an additional

structure and, for decks in the front yard, with a non-solid side wall, if any at all, which cannot be enclosed in the future as an addition to the home. Non-solid wall shall mean a wall or fence utilizing a spindle or board design with openings between boards that are at least the width of the boards. For porches in the front or rear, or decks in the rear, a solid wall may be used if it does not exceed forty-two (42) inches in height above the floor of the deck or porch. *[Ordinance 4386, 10/18/99] [Ordinance 4656, 11/10/03]*

H. Special Permit Required.

A Special Permit for the location of any of the following buildings or uses in any district permitted by this Ordinance must be obtained from the Board of Adjustment *[Ordinance 3614, 1/9/89]* after public hearing thereon:

1. Any public building or use erected or maintained by any department of the city, township, county, state or federal government, excluding parks or recreational trails and accessory uses and structures customarily incidental to a park or recreational trail.
2. Public and parochial schools and other educational institutions having an established current curriculum similar to that ordinarily given in Waterloo public schools, and colleges, universities, or institutions of higher education.
3. Hospitals, excluding animal hospitals, and clinics, excluding clinics in the "R-4" Multiple Residence District or less restrictive district.
4. Group Homes (Unless located in a "C-1" or less restrictive district). *[Ordinance 4554, 6/3/02]*
5. Halfway (Rehabilitation) Houses. *[Ordinance 4554, 6/3/02]*
6. Community building, institutional or community recreation center or field, commercial and private outdoor recreational uses such as baseball fields, swimming pools, skating facilities, golf course or country clubs, miniature/goofy golf and driving ranges, Commercial Campgrounds, Hunting and Fishing Clubs, Skeet or Trap Shooting Ranges, Archery and Gun Range Facilities, Outdoor Paintball Facilities, Automobile Race Tracks, Drag Strips, Go-cart Tracks, Mini Bikes or Activity Areas for Motorcycles, Snowmobiles, or ATV's, Drive-in Theaters, or similar public or private open air recreational uses and facilities, excluding public or private parks or pedestrian recreational trails and accessory uses and structures customarily incidental to a park or pedestrian recreational trail. Private non-commercial areas, such as non-profit clubs, etc. shall only require Special Permit approval if organized events or activities occur more than 12 times in a calendar year. *[Ordinance 5395, 04/10/17]*
7. Public or private cemetery or burial ground. (Minimum thirty (30) acres) *[Ordinance 5395, 04/10/17]*
8. Recycling, Junk or Salvage Yards as defined in this Ordinance provided that they are within the following zoning classifications: "M-1" Light Industrial District, "M-2" Heavy Industrial District or "M-2,P" Planned Industrial District and meet the following minimum requirements:

   The City of Waterloo in attempt to be more sustainable and encourage more ecologically friendly businesses adopts these salvage yard regulations in part based on the Iowa Recyclers Association's I-CARE program. *[Ordinance 5426, 11/20/17]*

a. The yard shall be completely surrounded with a fence or wall that is eight (8) feet in uniform height and color. The fence shall be of an opaque material and kept free of any openings such as broken out areas and torn holes. Chain link or heavy wire gates may be used for see through inspection purposes for no more than forty (40) feet along each side of the yard having street frontage and at approved points of access to a public street or alley. Chain link or heavy wire fencing that is free from torn areas or openings may be placed along sides of the yard adjoining a flood control levee or other such barrier which would permanently screen the yard from public view. No storage outside of fenced area except for receiving of vehicles that must be moved in 5 business days. *[Ordinance 5426, 11/20/17]*

b. No off-premise advertising shall be on any wall or fence. The name of the yard and other services offered by the yard, if placed on the wall or fence, shall occupy no more than ten (10) percent of the wall or fence.

c. The posts, rails or other supporting elements of the fence shall face the inside of the yard and not be visible from outside the yard.

d. Vehicle bodies stacked higher than the wall or fence shall be no higher than two (2) car bodies above the wall or fence when stacked at least fifteen (15) feet from the wall or fence. Car bodies stacked no higher than the fence need not be 15 feet from the fence. All other stacked salvage material shall not be stacked higher than the allowable building height for the District. The Board of Adjustment shall have the power to grant an exception to these stacking provisions so long as said exception is in accordance with the purpose and intent of the Zoning Ordinance.

e. All work performed shall be carried on within the fenced area or within an enclosed building or structure approved as a part of the salvage operation.

f. All automotive fluids must be properly removed and managed as part of the dismantling procedure and/or prior to crushing the vehicles to ensure that no fluids are discharged into the ground. All fluids removed from the vehicles must be stored in containers that are in good condition. If containers are in excess of 55 gallons and stored outdoors they must have secondary containment and be properly marked as to what fluids they contain and be properly stored to insure that they do not lead into the ground, sewer systems, drainage pipes, or bodies of water. *[Ordinance 5426, 11/20/17]*

g. No salvage materials shall be placed in the Floodway District. Materials in the Floodway Fringe District (100 year flood district) shall be in accordance with the performance standards of that District.

h. New yards established after the adoption of these provisions shall place the required solid wall or fence no closer to any street lot line than the minimum front yard required in the District in which it is located. Within this setback there shall be at least four (4) 2-inch caliper understory trees within every 100 feet or part thereof that are maintained in a healthy

condition. This does not pertain to expansions of existing yards within the same block and on the same street as the existing yard. All areas devoted to customer and/or employee parking located outside of the fence or wall area must be hard surfaced and on private property in accordance with the off-street parking Section of the Zoning Ordinance. *[Ordinance 3104, 10/6/80] [Ordinance 3233, 8/2/82] [Ordinance 3323, 2/6/84] [Ordinance 3614, 1/9/89] [Ordinance 3864, 6/1/92]*

i. The Iowa Department of Natural Resources must be notified of any hazardous spill that has the potential to leave the property by runoff, sewers, tile lines, culverts, drains, utility lines, or some other conduit; has the potential to reach a water of the state, either surface or groundwater; the substance can be detected in the air at the boundaries of the facilities; or there is a potential threat to public health and safety. *[Ordinance 5426, 11/20/17]*

j. Maintain a Spill Prevention control and Countermeasures plan per EPA regulations. *[Ordinance 5426, 11/20/17]*

k. All lead-acid and hybrid batteries are properly removed and managed as part of the dismantling procedure and/or prior to crushing the vehicles. Spent lead-acid batteries are placed either in a covered storage area on an impervious surface or in plastic containers with lids. Spent lead-acid batteries are recycled through a reputable battery recycler. Hybrid batteries should be recycled. *[Ordinance 5426, 11/20/17]*

l. Refrigerant is evacuated from each vehicle in accordance with applicable regulations, or contracts for refrigerant removal with a licensed vendor. Records are maintained for off-site refrigerant disposal/reclamation that includes the amount of refrigerant, the date spent, and the facility that received the refrigerant. *[Ordinance 5426, 11/20/17]*

m. Engines and transmissions to be resold are stored under a permanent roof on an impervious surface, or in an outside covered weather-proof container. Scrap core, engines and transmissions are stored under a permanent roof on an impervious surface, in an outside covered weather-proof container, or an impervious surface that drains to an oil-water separator. *[Ordinance 5426, 11/20/17]*

n. Vehicle hoods are routinely kept closed to reduce rainfall exposure of engines that remain in the vehicles stored in the yard. *[Ordinance 5426, 11/20/17]*

o. Spent solvents from the parts cleaning systems are disposed of with an authorized processor. *[Ordinance 5426, 11/20/17]*

p. Waste water from parts washing is either recycled or collected for disposal in an approved manner, and shall not be discharged to the surface (ground) or any storm water collection system. *[Ordinance 5426, 11/20/17]*

q. Waste tires are stored on-site with at least 20 feet of clearance between tire storage areas, the perimeter of the yard and/or structures. No more than 500 exposed non-racked tires and no more than

1,500 tires are kept on-site at any given time. *[Ordinance 5426, 11/20/17]*

r. Fluorescent bulbs are managed as Universal Waste and properly recycled. *[Ordinance 5426, 11/20/17]*

s. Maintain compliance with City of Waterloo Storm Water regulatory requirements and IDNR storm water general permit for industrial classification 5015. *[Ordinance 5426, 11/20/17]*

t. Maintain Iowa DOT recycler's license, Iowa DOT Used car Dealer's license, Sales Tax Permit, and Household Hazardous Material permit (if any are required). *[Ordinance 5426, 11/20/17]*

u. Any new impound lot must obtain Special Permit approval and meet all regulations as a Recycling, Junk or Salvage Yard. Existing impound lots that are not currently licensed as a Recycling Yard under Section 3-10 of the Code of Ordinances shall obtain said license by May 1, 2018. *[Ordinance 5426, 11/20/17]*

v. Must have current licenses, be up to date on any required training and follow all applicable state and federal regulations. *[Ordinance 5426, 11/20/17]*

w. All recycling facilities within the City of Waterloo are encouraged to be certified under the Iowa Recyclers I-CARE program. *[Ordinance 5426, 11/20/17]*

x. Any new yard must be at least 600 feet from any protected use as defined herein. *[Ordinance 5426, 11/20/17]* This provision shall not restrict the expansion of an existing yard that is already less than 600 feet.

y. Any yard that has failed to renew their Recycling Yard license provided in Section 3-10 of the Code of Ordinances within six months of the deadline will be considered abandoned and will have to cease operations or go through the Special Permit process and meet current regulations. *[Ordinance 5426, 11/20/17]*

9. Waste Disposal Site *[Ordinance 3263, 3/7/83]*. Any such request shall include the submittal of a site plan. The Commission may require any specific criteria to protect the health, safety and welfare of the citizens of Waterloo and vicinity, including, but not limited to the following items:

   Detailed site plan delineating slope, access, fencing, provisions for erosion (wind and water), leaching, landscaping, setbacks and other required provisions.

   Performance Bond to secure the rehabilitation of the site in accordance with the approved plan.

   Statement as to what types of wastes will be contained in the site.

   Review by the Iowa Department of Natural Resources *[Ordinance 3614 1/9/89]*, advising the City of the potential hazards and necessary safeguards.

10. Mobile Home Parks, including factory-built home parks and subdivisions if the structures are not classified as real estate.

11. Rubble Disposal Site, Rubble Fill Site, or clean fill site, except clean fill approved as part of a development plan. A duplicate of the application submitted to the Black Hawk County Health Department shall be submitted to the Commission. The application shall contain the signature of landowner, legal description of property, a plot

26. Urban Animal Hobby Farms (UAHF) except as provided for in Section 10-27-1 (U), when the applicant can demonstrate that such a use will not constitute a nuisance on adjoining property. Other criteria to determine if a Special Permit shall be granted shall include, but not be limited to: size of lot in relation to the size and number of proposed animals, size of pen(s) in relation to the size and number of proposed animals, proximity of surrounding development, in particular residential development, and the proposed waste disposal plan. Failure of a UAHF to comply with the requirements for a UAHF or any requirements or conditions placed on the Special Permit approval for a Hobby Farm shall be subject to review by the Board of Adjustment to determine if the Special Permit shall be revoked. Any such property with farm animals existing at the time of enactment of this Ordinance shall apply for Special Permit approval (if required) for a UAHF or remove said farm animals prior to January 1, 2018. *[Ordinance 5417, 8/28/17]*
27. Alterations and conversions of single family dwellings or duplexes into two family dwellings or multiple family dwellings in accordance with the lot area, frontage and yard requirements as set forth in the Bulk Regulations of the district in which it is located. *[Ordinance 5288, 06/15/15]*
28. Freestanding commercial parking lots. *[Ordinance 5288, 06/15/15]*
29. Home occupations operated from an accessory building (attached or detached).
30. Utility scale solar farms of 750 kilowatt or larger.

Before issuance of any Special Permit for any of the above buildings or uses, the Board of Adjustment *[Ordinance 3614, 1/9/89]* shall refer the proposed application to the Commission, which shall be given forty-five (45) days in which to make a ~~report~~ recomendation regarding the effect of such proposed building or use upon the character of the neighborhood, traffic conditions, public utility facilities and other matters pertaining to the general welfare. No action shall be taken upon any application for a proposed building or use above referred to until and unless the ~~report of the~~ Commission has ~~been filed; provided, however that if no report is received from the Commission within forty-five (45) days, it shall be assumed that approval of the application has been given by the Commission~~made recomendation. *[Ordinance 3918, 1/11/93]* The provisions of 10-28-4 (Special Permit, Appeals, and Variances) shall also apply.

Minor changes that do not substantially alter the character of any Special Permit may be administratively reviewed and approved by the Planning staff. If staff determines that the magnitude of such a change is insignificant in nature, staff may approve the change without a review before the Commission and public hearing by the Board of Adjustment. *[Ordinance 3918, 1/11/93]*

Examples of minor changes include, but are not limited to the following: the location, construction, replacement or change in type of signage, minor change in building locations, or change in the locations of access, driveways, or parking areas, and may be carried out through the administrative review and approval of the Planning staff.

Minor changes may include additions to an existing building which do not increase the existing floor area by more than fifty (50) percent of the floor area of the building proposed to be added on to, or new buildings with a floor area not exceeding ten (10) percent of the floor area of all existing or approved principal buildings. A change from

one Special Permit use to another is not a minor change and shall require Board of Adjustment approval as though it were a new request. *[Ordinance 3918, 1/11/93]* If staff determines that the magnitude of any such change is significant in nature or could become significant in nature, the change shall be deemed major and the change shall require approval as though it were a new request. In determining if a change is significant in nature the Planning staff shall consider, among other things, the overall design of the proposed change and it's compatibility to the existing development and surrounding development, as well as impact on the neighborhood due to changes in parking, traffic, etc. or changes in visibility or aesthetics from the public roads or adjoining properties caused by the proposed change.

I. Urban Renewal Plans.

Where the regulations with respect to lot area frontage and yard requirements established by Official Urban Renewal Plans adopted prior to the date of adoption of any zoning ordinance or amendment thereto conflict with the regulations of such ordinance or amendment, the regulations contained in the Official Urban Renewal Plan shall apply.

J. Appeal of Minimum Lot Width.

Any lot which does not meet the minimum lot width or other bulk requirements of the zoning district may appeal said requirements to the Board of Adjustment, where sufficient hardship will need to be proven to grant a Variance. *[Ordinance 3122, 12/22/80]*

K. Subdividing of Lots.

[Ordinance 3122, 12/22/80]

Any one or two family residential area and/or "R-1" or "R-2" district where lots have been platted and/or developed with lots greater than the requirements of this Ordinance, lots may, if they have sufficient property to, be subdivided to create buildable lots of similar size after finding that the lots to be created are similar to those existing in the area. The minimum area and lot width of the lots would be determined by averaging all lots within a two hundred fifty (250) foot radius of the lot or lots to be subdivided. The lots to be created must not be more than ten (10) percent less than the average lot area and lot width. This provision shall not apply if the lots to be created are more than four (4) times the minimum lot area of the district in which the lots are located. In computing the averages, the lot or lots to be subdivided and any lot with other than a one or two family residential use or in other than a "R-1" or "R-2" district, or any lot that is more than four (4) times the minimum lot area of the district in which the lots are located shall not be included. Buildable vacant lots in a "R-1" or "R-2" district shall be included but non-buildable vacant lots shall not be included. Divisions for non-developmental or ownership purposes only and divisions for zero lot line row dwellings shall not be subject to this provision. All lots including the original lot or lots so subdivided must meet all other applicable yard requirements. *[Ordinance 3221, 6/14/82]*

L. Solar Collector Systems.

[Ordinance 3261, 2/7/83]

The following exceptions to yard requirements and density requirements are allowed for the placement of solar collectors in all districts and solar collector systems shall be considered a permitted accessory use in all districts.

1. **Front Yard:** In residential districts, no exceptions shall be allowed into any front yard unless the collector is attached to the dwelling and does not intersect with the ground and provided that the projection does not exceed twenty four (24) inches. In all other districts the collector may extend a total of fifty (50) percent into the required front yard.
2. **Rear Yard:** In all districts, a collector may extend ten (10) feet into any min-

imum rear yard, provided that a minimum of ten (10) feet rear yard is still provided.

3. **Side Yard**: A solar collector may extend into either minimum side yard a total of forty (40) percent of the required yard; however, this is not to exceed a maximum of four (4) feet in residential districts. In all other districts the collectors may extend a total of fifty (50) percent into the required side yard.

4. **Lot Coverage:** The actual lot area occupied by the solar collector is included in determining lot coverage. In existing residential districts, lot coverage shall not be interpreted as to prevent the placement of a forty (40) square foot collector in any required rear yard, provided that the other yard requirements are met.

5. **Height Requirements:** Solar collectors may extend ten (10) feet above the height requirement of their district when attached to the principal use on the lot.

6. Solar Collectors proposed for any "C-Z", "R-P", "S-1", or "M-2,P" must submit a plot plan to the Planning staff for administrative review. The staff will review the plot for compliance to the regulations set forth. Should the system be substantial in size, the staff may refer the request to the Commission for review.

7. No portion of any solar collector system shall extend above, beneath or upon any easement, regardless of the above stated exceptions to yard requirements.

Utility Scale Solar Farms of 750 kilowatt or larger size may be allowed in any zoning district upon approval of a Special Permit by the Board of Adjustment after recommendation of the Commission.

M. Placement of Mobile Home.

[Ordinance 3378, 12/17/84]

Mobile homes shall be placed only in mobile home parks or mobile home sales lot, except that one (1) mobile home may be placed on a farm eighty (80) acres or larger in addition to an existing permanent dwelling provided that occupant of said mobile home is active in the conduct of agricultural operation of said farm.

No commercial, manufacturing, or professional services shall be carried on in a mobile home, trailer, recreational vehicle, or similar motor vehicle, except for licensed and approved transient merchants. Under no circumstances shall a mobile home be used as an accessory structure. This is not to be construed as prohibiting utilization of mobile home or trailer for temporary uses on construction sites or as deemed necessary by a governmental authority during or following a natural disaster.

N. Adult Uses.

[Ordinance 3642, 5/1/89]

1. The minimum separation requirements of adult uses may be varied by the Board of Adjustment if the person applying for the Variance files an application for a Variance with the ~~building official~~City Planner. Included with said application shall be a consent petition which indicates approval of the proposed adult use signed by 90 percent of the property owners within 600 radial feet of the lot on which the use would be located. The Board of Adjustment, in considering such a Variance shall make the following findings: that the proposed use will not be contrary to the public interest or injurious to nearby properties, and that the spirit and intent of the Ordinance will be observed, that the establishment of an additional use of this type in the area will not be con-

contrary to the public interest and the spirit of this Ordinance will be observed and substantial justice done; and where owing to special conditions, a literal enforcement of the provisions of this Ordinance will result in unnecessary hardship.

Special conditions shall include but not be limited to a property owner who can show that his property was acquired in good faith and where by reason of exceptional narrowness, shallowness or shape of a specific piece of property or where by reason of exceptional topographical conditions or other extraordinary or exceptional situations, the strict application of the terms of this Ordinance actually prohibits the use of his property in a manner reasonably similar to that of other property in the district.

10-28-4 SPECIAL PERMITS, APPEALS, AND VARIANCES.

[Ordinance 3393, 6/10/85]

The Board of Adjustment is hereby established which shall hear and decide:

(i) applications for Special Permits upon which the Board is authorized to pass under this Ordinance;

(ii) appeals; and

(iii) requests for Variances to the provisions of this Ordinance; and shall take any other action which is required of the Board.

A. Special Permits (Conditional Uses).

Requests for Special Permits (also called Conditional Uses) shall be submitted to the City Planner who shall forward such to the Board of Adjustment for consideration, after recommendation of the Commission. Such requests shall include a site plan in accordance with Section 10-5-1(Q) and information ordinarily submitted with applications as well as any additional information deemed necessary to the Board of Adjustment. The following provisions shall apply:

1. Purpose: The development and administration of this Ordinance is based upon the division of the City into Zoning Districts, within which Districts the use of land and buildings and the bulk requirements and location of buildings and structures in relation to the land are substantially uniform. It is recognized, however, that there are certain uses which, because of their unique characteristics, cannot be properly classified in any particular District or Districts without consideration in each case of the impact of those uses upon neighboring land and of the public need for the particular use at the particular locations. Such uses are typically publicly operated or affected with a public interest, or uses private in nature, but of such an unusual nature that their operation may give rise to unique problems with respect to their impact upon neighboring property or public facilities.

2. Initiation of Special Permit: Any person having a freehold interest in land, a possessory interest entitled to exclusive possession, or a contractual interest which may become a freehold interest of an exclusive possessory interest, either of which is specifically enforceable, may file an application to use such land for one (1) or more of the Special Permitted uses provided for in this Ordinance in the Zoning District in which the use(s) are permitted.

3. Authorization: For each application for a Special Permit, the City Planner or designee shall prepare and file with the Board of Adjustment findings and recommendations, including the recommended stipulations of additional

cant shall be notified in writing over the signature of the City Planner or designee that: (1) the issuance of a Variance will result in increased premium rates for flood insurance up to amounts as high as $25 for $100 of insurance coverage; and (2) such construction increases risks to life and property.

5. All Variances granted shall have the concurrence or approval of the Iowa Department of Natural Resources (IDNR).

D. Factors upon which the decision of the Board shall be based.

In passing upon applications for Conditional Uses or requests for Variances involving any regulation of Chapter 22, Floodway and Flood Plain Districts, the Board shall consider all relevant factors specified in other sections of this Ordinance; and:

1. The danger to life and property due to increased flood heights or velocities caused by encroachments.
2. The danger that materials may be swept onto other lands or downstream to the injury of others.
3. The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
4. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
5. The importance of the services provided by the proposed facility to the community.
6. The requirements of the facility for a flood plain location.
7. The availability of alternative locations not subject to flooding for the purposed use.
8. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
9. The relationship of the proposed use to the comprehensive plan and flood plain management program for the area.
10. The safety of access to the property in times of flood for ordinary and emergency vehicles.
11. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwater expected at the site.
12. The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities (sewer, gas, electrical and water systems), facilities, streets and bridges. *[Ordinance 5049, 6/20/11]*
13. Such other factors which are relevant to the purpose of this Ordinance.

E. Conditions Attached To ~~Special Permits, Conditional Uses Or~~ Variances.

Upon consideration of the factors listed above, the Board may attach such conditions to the granting of ~~Special Permits, Conditional Uses or~~ Variances as it deems necessary to further the purpose of this Ordinance. Such conditions may include, but not necessarily be limited to:

1. Modification of waste disposal and water supply facilities.
2. Limitation on periods of use and operation.
3. Imposition of operational controls, sureties, and deed restrictions.
4. Requirements for construction of channel modifications, dikes, levees, and other protective measures, pro-

less the request changes significantly. *[Ordinance 3747, 10/8/90] [Ordinance 5288, 06/15/15]* For purposes of this Section, a proposed amendment, supplement or change shall include any major Site Plan Amendment.

No amendment, supplement, change or modification to the flood plain overlay district boundaries and regulations shall be undertaken without prior approval from the Department of Natural Resources. *[Ordinance 3393, 6/10/85]*

D. Before any action shall be taken as provided in this part, the party or parties proposing or recommending a change in the district regulations or district boundaries shall deposit with the City ~~Treasurer~~ Planner a filing fee in accordance with the Schedule of Fees, as adopted by resolution by the City Council, to cover the costs of this procedure and under no condition shall said sum or any part thereof be refunded for failure of said amendment to be enacted into law. *[Ordinance 3889, 9/14/92] [Ordinance 4841, 10/16/06]*

E. As part of an ordinance changing land from one zoning district to another zoning district, or approval of a Site Plan Amendment, the City Council may impose conditions on a property which are in addition to existing regulations if the additional conditions have been agreed to in writing by the property owner before the public hearing of the City Council or any adjournment of that hearing. The conditions must be reasonable and imposed to satisfy public needs which are directly caused by the requested change in zoning district or Site Plan Amendment. Said conditions shall be listed on the ordinance or resolution approving such change.

10-32-2 VIOLATION AND PENALTIES.

[Ordinance 3642, 5/1/89]
[Ordinance 3973, 9/27/93]
[Ordinance 4456, 1/22/01]
[Ordinance 5135, 11/5/12]

A. Except as set forth in subsection B below, any person, firm, company or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be guilty of a municipal infraction and be subject to a civil penalty as set forth in section 1-3-2 of the Code of Ordinances.

B. Any person, firm, company or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the following provisions of this Ordinance shall be guilty of a municipal infraction and shall be subject to a civil penalty as set forth in section 3-2-11 of the Code of Ordinances: section 10-3-1 (specifically, the definitions of Alcohol Sales Uses and Floor Space therein), section 10-14-1(A)(4), sections 10-15-1(A)(1) and (A)(3), section 10-18-1(A)(2), section 10-24-1, section 10-26-1(C)(2), section 10-27-1(H)(15), section 10-27-1(Q), and 10-27-1(R).

C. In addition to the penalties provided for in subsections A and B above, any person, firm, company or corporation that is guilty of a municipal infraction thereunder shall be subject to all of the remedies available under Iowa Code section 364.22 and any amendments thereto, including but not limited to ordering the defendant to abate or cease the violation, authorizing the City to abate or correct the violation, and ordering that the City's costs for abatement or correction of the violation be entered as a personal judgment against the defendant, assessed against the property where violation occurred, or both. In addition to the penalties stated above in this section 10-32-2, an administrative fee of one hundred dollars ($100.00) will be

Prepared by LeAnn M. Even, Deputy City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4323.

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING ORDINANCE NO. 5079, AS AMENDED, THE CITY OF WATERLOO ZONING ORDINANCE ADOPTED OCTOBER 17, 2011, BY:

REPEALING SUBPARAGRAPHS A, B, AND E OF PARAGRAPH 2, NECESSARY CONDITIONS, OF SUBSECTION D, HOME OCCUPATIONS, OF SECTION 10-5-1, GENERAL REGULATIONS, OF CHAPTER 5, GENERAL REGULATIONS; AND ENACTING IN LIEU THEREOF NEW SUBPARAGRAPHS A, B, AND E OF SAID PARAGRAPH 2, AND

REPEALING PARAGRAPH 1 OF SUBSECTION E, ACCESSORY STRUCTURES, OF SECTION 10-5-1, GENERAL REGULATIONS, OF CHAPTER 5, GENERAL REGULATIONS; AND ENACTING IN LIEU THEREOF NEW PARAGRAPH 1 OF SAID SUBSECTION E, AND

REPEALING THE LAST UNNUMBERED PARAGRAPH OF SUBSECTION E, ACCESSORY STRUCTURES, OF SECTION 10-5-1, GENERAL REGULATIONS, OF CHAPTER 5, GENERAL REGULATIONS; AND ENACTING IN LIEU THEREOF NEW LAST UNNUMBERED PARAGRAPH OF SAID SUBSECTION E, AND

REPEALING PARAGRAPH 3, EXPANSION OF EXISTING USE, OF SUBSECTION S, LANDSCAPING REGULATIONS, OF SECTION 10-5-1, GENERAL REGULATIONS, OF CHAPTER 5, GENERAL REGULATIONS; AND ENACTING IN LIEU THEREOF NEW PARAGRAPH 3, EXPANSION OF EXISTING USE, OF SAID SUBSECTION S, AND

REPEALING PARAGRAPH 1 OF SUBSECTION A, PRINCIPAL PERMITTED USES, OF SECTION 10-6-1, REGULATIONS, OF CHAPTER 6, “A-1” AGRICULTURAL DISTRCT; AND ENACTING IN LIEU THEREOF NEW PARAGRAPH 1 OF SAID SUBSECTION A, AND

AMEND PARAGRAPH 3 OF SUBSECTION A, PRINCIPAL PERMITTED USES, OF SECTION 10-6-1, REGULATIONS, OF CHAPTER 6, "A-1" AGRICULTURAL DISTRICT, BY STRIKING THE LAST SENTENCE OF SAID PARAGRAPH 3, AND

REPEALING PARAGRAPH 2 OF SUBSECTION B, ACCESSORY USES, OF SECTION 10-6-1, REGULATIONS, OF CHAPTER 6, "A-1" AGRICULTURAL DISTRICT; AND ENACTING IN LIEU THEREOF NEW PARAGRAPH 2 OF SAID SUBSECTION B, AND

REPLEALING PARAGRAPH 2 OF SUBSECTION B, ACCESSORY USES, OF SECTION 10-10-1, REGULATIONS, OF CHAPTER 10, "R-3" MULTIPLE RESIDENCE DISTRICT; AND ENACTING IN LIEU THEREOF NEW PARAGRAPH 2 OF SAID SUBSECTION B, AND

REPEALING THE TITLE OF CHAPTER 13, "S-1" DISTRICT REGULATIONS (SHOPPING CENTER COMMERCIAL DISTRICT); AND ENACTING IN LIEU THEREOF NEW TITLE OF CHAPTER 13, "S-1" SHOPPING CENTER DISTRICT, AND

REPEALING SUBSECTION B, STANDARDS, OF SECTION 10-13-1, REGULATIONS, OF CHAPTER 13, "S-1" SHOPPING CENTER DISTRICT; AND ENACTING IN LIEU THEREOF NEW SUBSECTION B, STANDARDS, OF SAID SECTION 10-13-1, AND

REPEALING PARAGRAPHS 1, 26, AND 31 OF SUBSECTION A, PRINCIPAL PERMITTED USES, OF SECTION 10-19-1, REGULATIONS, OF CHAPTER 19, "M-1" LIGHT INDUSTRIAL DISTRICT; AND ENACTING IN LIEU THEREOF NEW PARAGRAPHS 1, 26, AND 31 OF SAID SUBSECTION A, AND

REPEALING PARAGRAPH 2 OF SUBSECTION A, PRINCIPAL PERMITTED USES, OF SECTION 10-20-1, REGULATIONS, OF CHAPTER 20, "M-2" HEAVY INDUSTRIAL DISTRICT; AND ENACTING IN LIEU THEREOF NEW PARAGRAPH 2 OF SAID SUBSECTION A, AND

REPEALING SUBPARAGRAPHS F AND G OF PARAGRAPH 4 OF SUBSECTION A, PRINCIPAL PERMITTED USES, OF SECTION 10-20-1, REGULATIONS, OF CHAPTER 20, "M-2" HEAVY INDUSTRIAL DISTRICT; AND ENACTING IN LIEU THEREOF NEW SUBPARAGRAPHS F AND G OF SAID PARAGRAPH 4, AND

REPEALING PARAGRAPH 9 OF SUBSECTION B, GENERAL REQUIREMENTS, OF SECTION 10-25-2, OFF-STREET PARKING AREA REQUIRED, OF CHAPTER 25, VEHICULAR USE, PARKING AND LOADING AREAS, PUBLIC GARAGES, PARKING LOTS AND FILLING

STATIONS; AND ENACTING IN LIEU THEREOF NEW PARAGRAPH 9 OF SAID SUBSECTION B, AND

REPEALING PARAGRAPH 26, POLE OR POST SIGN, OF SUBSECTION B, DEFINITIONS, OF SECTION 10-26-1, OUTDOOR ADVERTISING SIGNS AND BILLBOARDS, OF CHAPTER 26, OUTDOOR ADVERTISING SIGNS AND BILLBOARDS; AND ENACTING IN LIEU THEREOF NEW PARAGRAPH 26, POLE OR POST SIGN, OF SAID SUBSECTION B, AND

REPEALING SUBPARAGRAPH A OF PARAGRAPH 1, EXEMPTIONS, OF SUBSECTION C, REGULATION OF ALL SIGNS, OF SECTION 10-26-1, OUTDOOR ADVERTISING SIGNS AND BILLBOARDS, OF CHAPTER 26, OUTDOOR ADVERTISING SIGNS AND BILLBOARDS; AND ENACTING IN LIEU THEREOF NEW SUBPARAGRAPH A OF SAID PARAGRAPH 1, AND

REPEALING SUBPARAGRAPH X OF PARAGRAPH 8 OF SUBSECTION H, SPECIAL PERMIT REQUIRED, OF SECTION 10-27-1, SPECIAL PROVISIONS, EXCEPTIONS AND MODIFICATIONS, OF CHAPTER 27, SPECIAL PROVISIONS, EXCEPTIONS AND MODIFICATIONS; AND ENACTING IN LIEU THEREOF NEW SUBPARAGRAPH X OF SAID PARAGRAPH 8, AND

AMENDING SUBSECTION H, SPECIAL PERMIT REQUIRED, OF SECTION 10-27-1, SPECIAL PROVISIONS, EXCEPTIONS AND MODIFICATIONS, OF CHAPTER 27, SPECIAL PROVISIONS, EXCEPTIONS AND MODIFICATIONS, TO ADD NEW PARAGRAPHS 29 AND 30 OF SAID SUBSECTION H, AND

REPEALING THE FIRST UNNUMBERED PARAGRAPH IMMEDIATELY FOLLOWING CURRENT PARAGRAPH 28 (AFTER PROPOSED PARAGRAPH 30) OF SUBSECTION H, SPECIAL PERMIT REQUIRED, OF SECTION 10-27-1, SPECIAL PROVISIONS, EXCEPTIONS AND MODIFICATIONS, OF CHAPTER 27, SPECIAL PROVISIONS, EXCEPTIONS AND MODIFICATIONS; AND ENACTING IN LIEU THEREOF A NEW FIRST UNNUMBERED PARAGRAPH IMMEDIATELY FOLLOWING CURRENT PARAGRAPH 28 (AFTER PROPOSED PARAGRAPH 30) OF SAID SUBSECTION H, AND

REPEALING SUBSECTION K, SUBDIVIDING OF LOTS, OF SECTION 10-27-1, SPECIAL PROVISIONS, EXCEPTIONS AND MODIFICATIONS, OF CHAPTER 27, SPECIAL PROVISIONS, EXCEPTIONS AND MODIFICATIONS; AND ENACTING IN LIEU THEREOF A NEW SUBSECTION K, SUBDIVIDING OF LOTS, OF SAID SECTION 10-27-1, AND

INSERTING NEW UNNUMBERED PARAGRAPH IMMEDIATELY AFTER PARAGRAPH 7 OF SUBSECTION L, SOLAR COLLECTOR SYSTEMS, OF SECTION 10-27-1, SPECIAL PROVISIONS, EXCEPTIONS AND MODIFICATIONS, OF CHAPTER 27, SPECIAL PROVISIONS, EXCEPTIONS AND MODIFICATIONS, AND

REPEALING PARAGRAPH 1 OF SUBSECTION N, ADULT USES, OF SECTION 10-27-1, SPECIAL PROVISIONS, EXCEPTIONS AND MODIFICATIONS, OF CHAPTER 27, SPECIAL PROVISIONS, EXCEPTIONS AND MODIFICATIONS; AND ENACTING IN LIEU THEREOF A NEW PARAGRAPH 1 OF SUBSECTION N, ADULT USES, OF SAID SECTION 10-27-1, AND

REPEALING THE TITLE OF SUBSECTION A AND THE FIRST SENTENCE OF THE UNNUMBERED PARAGRAPH IMMEDIATELY AFTER THE TITLE OF SUBSECTION A, SPECIAL PERMITS, OF SECTION 10-28-4, SPECIAL PERMITS, APPEALS, AND VARIANCES, OF CHAPTER 28, BOARD OF ADJUSTMENT; AND ENACTING IN LIEU THEREOF A NEW TITLE OF SUBSECTION A AND A NEW FIRST SENTENCE OF THE UNNUMBERED PARAGRAPH IMMEDIATELY AFTER THE TITLE OF SAID SUBSECTION A, AND

REPEALING THE TITLE OF SUBSECTION E AND THE FIRST SENTENCE OF THE UNNUMBERED PARAGRAPH IMMEDIATELY AFTER THE TITLE OF SUBSECTION E, CONDITIONS ATTACHED TO SPECIAL PERMITS, CONDITIONAL USES OR VARIANCES, OF SECTION 10-28-4, SPECIAL PERMITS, APPEALS, AND VARIANCES, OF CHAPTER 28, BOARD OF ADJUSTMENT; AND ENACTING IN LIEU THEREOF A NEW TITLE OF SUBSECTION E AND NEW FIRST SENTENCE OF THE UNNUMBERED PARAGRAPH IMMEDIATELY AFTER THE TITLE OF SAID SUBSECTION E, AND

REPEALING SUBSECTION D OF SECTION 10-32-1, AMENDMENTS, OF CHAPTER 32, AMENDMENTS; AND ENACTING IN LIEU THEREOF NEW SUBSECTION D OF SAID SECTION 10-32-1.

BE IT ORDAINED by the City Council of the City of Waterloo that the City of Waterloo Zoning Ordinance No. 5079, as previously amended, is amended as set out herein, repealing those sections that are being replaced and setting forth the amendment or replacement sections, and further amending said Ordinance by adding amendments as set out herein. Said Ordinance, as amended hereby, shall apply to all lands lying within the corporate limits of the City of Waterloo, Black Hawk County, Iowa. This Ordinance shall be in full force and effect after its final passage and publication as provided by law.

BE IT ORDAINED by the City Council of the City of Waterloo, Iowa:

That Subparagraphs a, b, and e of Paragraph 2, Necessary Conditions, of Subsection D, Home Occupations, of Section 10-5-1, General Regulations, of Chapter 5, General Regulations, are hereby repealed in their entirety; and that new Subparagraphs a, b, and e of said Paragraph 2 are hereby enacted in lieu thereof, as follows:

a. Such occupation shall be conducted solely by resident occupants of the residence located on the property. No non-resident employees can work from or report to or park at the site of the home occupation or park on a public street in the vicinity of the home occupation;
b. No more than one room or twenty-five (25) percent of the gross area of one floor of said residence, whichever is less, shall be used for such purpose. Use of an accessory building (attached or detached) for these purposes is allowed only upon approval of a Special Permit by the Board of Adjustment after recommendation of the Commission, but shall be limited to one (1) accessory building with an area of said accessory building or portion thereof used for such occupation limited to three-fourths (3/4) of the area permitted for a residential accessory structure by Section 10-5-1(E) or three-fourths (3/4) the area of existing accessory structures in the case of legal non-conforming structures exceeding the size allowed by Section 10-5-1. Any existing home occupation operated from any accessory building(s) prior to adoption of Ordinance ____ adopted _____ will not require Special Permit approval, but any new home occupation using an accessory building or an existing home occupation that proposes to expand into an accessory building shall first obtain Special Permit approval. Home occupation use of an accessory building shall not cause a dwelling to become non-compliant with accessory structure requirements of Section 10-5-1(E) or parking requirements of Section 10-25-2(D)(15);
e. There shall be no outside storage of any kind related to the home occupation except for licensed and operable vehicles including one (1) semi but excluding a semi-trailer, or other equipment, regardless if licensed for highway use

That Paragraph 1 of Subsection E, Accessory Structures, of Section 10-5-1, General Regulations, of Chapter 5, General Regulations, is hereby repealed in its entirety; and that a new Paragraph 1 of said Subsection E is hereby enacted in lieu thereof, as follows:

1. Residential Accessory Structures: Accessory structures, except stables, may be erected as a part of the principal building, or may be connected thereto by a breezeway or similar structure, provided all yard and building code requirements for a principal building are complied with. After July 1, 2015, no single family dwelling shall be constructed or moved onto a property without a minimum of a fourteen (14) foot wide by twenty (20) foot deep accessory structure enclosed on four (4) sides, attached or detached, being constructed and maintained, and no two-family dwelling shall be constructed or moved onto a property without said minimum accessory structure for each unit or a single accessory structure a minimum of a twenty-two (22) foot wide by twenty (20) foot deep. Existing homes with accessory structures shall not alter the accessory structures in a manner that causes them to have less than the

minimum size required or increase existing non-conformance, unless ordered to be demolished as an unsafe structure by the Building Official or designee. Accessory structures attached or connected to the principal building shall not exceed the square footage of the principle permitted use (not including decks or unenclosed porches, calculated based on the area of the base or "footprint" of the structure), however this provision shall not prohibit a five hundred seventy-six (576) square foot attached garage provided that all other requirements are met. Accessory structures that are not a part of the main building shall not exceed fifteen (15) feet in height with a less than two story Principal Permitted Use, and eighteen (18) feet in height for a two story or greater Principal Permitted Use. In conjunction with any one or two family residence, accessory structures that are not a part of the main building shall not occupy more than thirty (30) percent of the rear yard and shall not cover more than eight hundred fifty (850) square feet total. Said structures may exceed the eight hundred fifty (850) square feet total but shall not occupy more than six (6) percent of the lot on which said structures are located and in no case shall the total of said structures be larger than 1,800 square feet. Accessory structures (attached or detached) to a residential use shall not be constructed of metal materials for exterior siding, except for horizontal aluminum/steel siding common on many residential structures and except structures that are two hundred (200) square feet or less. Accessory structures that are not part of the main building shall not be constructed of metal materials for exterior roofing if the lowest point of the roof is closer than seven (7) feet from the adjacent grade, except structures that are two hundred (200) square feet or less. Structures that are less than nine (9) square feet shall not be included in the accessory structure limit. Structures that are less than fifty (50) square feet but more than nine (9) square feet shall not be included in the accessory structure limit, however no one or two family residence shall have more than two (2) such structures excluded from the accessory structure limit. Accessory structures that are one hundred twenty (120) square feet or less and are eight feet in height or less shall not be required to meet setback requirements, however this provision shall not authorize accessory structures over any property line, platted building line, or easement. Freestanding or attached metal-framed carports, or similar structures, shall be prohibited in conjunction to any residential use. In conjunction with any multiple family residence (three or more dwelling units), accessory structures that are not a part of the main building shall not exceed a total size of more than five hundred seventy-six (576) square feet in area per dwelling unit.

That the last unnumbered Paragraph of Subsection E, Accessory Structures, of Section 10-5-1, General Regulations, of Chapter 5, General Regulations, is hereby repealed in its entirety; and that a new last unnumbered Paragraph of said Subsection E is hereby enacted in lieu thereof, as follows:

Fences shall be considered accessory structures but shall be regulated by Section 10-5-1(C). Signs shall be considered accessory structures but shall be regulated by Chapter 25. Other accessory structures such as flagpoles, swimming pools (including hot tubs and spas), swing sets/playground equipment, landscaping features such as arbors and

fountains, and other similar structures shall not be regulated by this Section, except that swimming pools capable of holding water over twenty-four (24) inches shall not be permitted in the front yard of a residential use. A deck that is attached to or within three (3) feet of a principal structure shall be considered to be part of the principal structure and subject to the regulations for a principal structure, except as provided in Section 10-27-1(G) and except that no setback shall be required between an attached deck and an accessory structure. Detached decks more than three (3) feet from a principal structure shall be regulated by this Section, except that one (1) detached deck of two hundred (200) square feet or less shall not be included in the accessory structure size limit as calculated herein. Accessory solar facilities meeting the requirements of Section 10-27-1(L) shall be considered accessory structures but shall be regulated by Section 10-27-1(L). Small wind energy facilities meeting the requirements of Section 10-27-1(T) shall be considered accessory structures but shall be regulated by Section 10-27-1(T).

That Paragraph 3, Expansion of Existing Use, of Subsection S, Landscaping Regulations, of Section 10-5-1, General Regulations, of Chapter 5, General Regulations, is hereby repealed in its entirety; and that a new Paragraph 3 of said Subsection S is hereby enacted in lieu thereof, as follows:

3. Expansion of Existing Use.

For additions to existing buildings or parking areas, the following percent of total points and total landscaped area shall be applied to the project dependent upon the total size of all additions since the adoption of this Section:

The lesser of:	Shall require:
< 10% addition	Nothing
10% - 20% addition or 1000 square feet	25% of Ordinance requirements
21% - 40% addition or 2000 square feet	50% of Ordinance requirements
41% - 50% addition or 2500 square feet	75% of Ordinance requirements
51% addition or 2501 square feet	100% of Ordinance requirements

That Paragraph 1 of Subsection A, Principal Permitted Uses, of Section 10-6-1, Regulations, of Chapter 6, “A-1” Agricultural District, is hereby repealed in its entirety; and that a new Paragraph 1 of said Subsection A is hereby enacted in lieu thereof, as follows:

1. Agriculture, farming and the usual agricultural buildings and structures, including specialized animal farms, provided that no structures shall be permitted unless accessory to another Principal Permitted Use or unless such structures are located on

a farm as defined herein. Any fenced confinement area (excluding pastures) for farm animals shall have a minimum 10-foot setback from all property lines. Due to the incompatibility of farm animals and livestock with urban development, large scale animal operations, including animal confinement operations, shall be prohibited unless the Board of Adjustment, through Special Permit application, shall find that a proposed operation would be consistent and compatible with existing and future surrounding land uses. Also a single-family dwelling provided that the owner/occupant is actively engaged in the farming operation and is a member of the farm owner's immediate family. For the purpose of this Section, the immediate family shall be interpreted as father, mother, son, daughter, wife, husband, brother, sister, grandparent or grandchild. Only one (1) lot that is a minimum of three (3) acres for this purpose shall be separated from a farm and at least thirty-five (35) acres shall remain after the transfer with the farm.

That Paragraph 3 of Subsection A, Principal Permitted Uses, of Section 10-6-1, Regulations, of Chapter 6, "A-1" Agricultural District, shall be amended in part by striking the last sentence of Paragraph 3 of said Subsection A, as follows:

~~Private (non-commercial) stables shall not be subject to the ten (10) acres requirement.~~

That Paragraph 2 of Subsection B, Accessory Uses, or Section 10-6-1, Regulations, of Chapter 6, "A-1" Agricultural District, is hereby repealed in its entirety; and that a new Paragraph 2 of said Subsection B is hereby enacted in lieu thereof, as follows:

2. Stables, when private non-commercial and when accessory to a residential dwelling and when not meeting the requirements as a principal permitted use, are allowed when meeting the requirements of Section 10-7-2(B)(4). Any existing private non-commercial stable accessory to a principal permitted use maintained with horses prior to and through the adoption of Ordinance ____ adopted _____ will not be required to meet the requirements of Section 10-7-2(B)(4) and shall be a non-conforming use.

That Paragraph 2 of Subsection B, Accessory Uses, of Section 10-10-1, Regulations, of Chapter 10, "R-3" Multiple Residence District, is hereby repealed in its entirety; and that a new Paragraph 2 of said Subsection B is hereby enacted in lieu thereof, as follows:

2. Other accessory uses and structures, not otherwise prohibited, customarily accessory and incidental to any permitted principal use, including child daycare incidental to a non-residential principal permitted use (residential regulated by home occupation provisions in Section 10-5-1(D)). Accessory structures shall meet the requirements provided for residential accessory structures in Section 10-5-1(E), including structures accessory to non-residential principally permitted uses unless approved by Special Permit.

That the Title of Chapter 13, "S-1" District Regulations (Shopping Center Commercial District), is hereby repealed in its entirety; and that a new Title of Chapter 13, "S-1" Shopping Center District, is hereby enacted in lieu thereof.

That Subsection B, Standards, of Section 10-13-1, Regulations, of Chapter 13, "S-1" Shopping Center District, is hereby repealed in its entirety; and that a new Subsection B, Standards, of said Section 10-13-1 is hereby enacted in lieu thereof, as follows:

B. Standards.

Uses permitted in the "S-l" District shall include any use permitted in the "C-3" District, except adult uses as defined in this Ordinance, and except that an alcohol sales use shall meet the requirements of the "C-2" District, and except as limited by this district, provided, however, the Council may consider any additional restrictions proposed by the owner. The lot area, lot frontage, and yard requirements of the "C-2" District shall be considered minimum for the "S-l" District; however, it is expected that these minimums will be exceeded in most situations. Buildings may be erected to heights greater than those allowed in the "C-2" District in accordance with the intent and purpose of this Section, and the minimum yard requirements and parking requirements of this Ordinance shall apply to all developments, except that the City Council may, after recommendation from the Commission, alter those requirements to preserve the intent and purpose of this Ordinance.

That Paragraphs 1, 26, and 31 of Subsection A, Principal Permitted Uses, of Section 10-19-1, Regulations, of Chapter 19, "M-1" Light Industrial District, are hereby repealed in their entirety; and that new Paragraphs 1, 26, and 31 of said Subsection A are hereby enacted in lieu thereof, as follows:

1. Any use permitted in the "C-3" District, except that alcohol sales uses shall meet the regulations of the "C-2" Commercial District and except that no occupancy permit shall be issued for any school, hospital, clinic, or other institution for human care (excluding child daycare facilities), or new dwelling or residence except where physically attached and a part of another permitted use. This restriction shall apply to new dwellings or residences only, and shall not prohibit the rehabilitation, reconstruction, or rebuilding of dwellings or residences in industrial districts that were legally built prior to adoption of Ordinance 2479, adopted 02/03/69. Furthermore, any such legally established dwelling or residence may be rebuilt, if damaged or destroyed, on the same lot as legally established, provided that all other rules and regulations of this Ordinance are met. For the purposes of this Ordinance, any such legally established dwelling or residence is not considered a non-conforming use as defined herein, but is considered a legal use as described in this paragraph. However, such rebuilding must occur within two (2) years of the removal

of the original structure or within two (2) years of removal of a legal replacement structure.

26. The manufacturing, compounding, processing, packaging, treatment, or storage of cosmetics, pharmaceutical, and food products, but not including slaughter houses, stock yards, or other facilities processing or handling live animals, and not including the rendering or refining of fats and oils.

31. Wholesale Warehouse or Business, cross-docking warehouse, or shipping terminal.

That Paragraph 2 of Subsection A, Principal Permitted Uses, of Section 10-20-1, Regulations, of Chapter 20, "M-2" Heavy Industrial District, is hereby repealed in its entirety; and that a new Paragraph 2 of said Subsection A is hereby enacted in lieu thereof, as follows:

2. No occupancy or building permit shall be issued for any dwelling, school, hospital, clinic, or other institution for human care (excluding child daycare facilities), except where physically attached and a part of another permitted principal use. The provisions of 10-19-1(A)(1) shall apply in regards to dwellings legally established prior to adoption of Ordinance 2479, adopted 02/03/69.

That Subparagraphs f and g of Paragraph 4 of Subsection A, Principal Permitted Uses, of Section 10-20-1, Regulations, of Chapter 20, "M-2" Heavy Industrial District, are hereby repealed in their entirety; and that new Subparagraphs f and g of said Paragraph 4 are hereby enacted in lieu thereof, as follows:

f. Rendering or refining of fats and oils.

g. Fertilizer manufacture or processing.

That Paragraph 9 of Subsection B, General Requirements, of Section 10-25-2, Off-Street Parking Area Required, of Chapter 25, Vehicular Use, Parking and Loading Areas, Public Garages, Parking Lots and Filling Stations, is hereby repealed in its entirety; and that a new Paragraph 9 of said Subsection B is hereby enacted in lieu thereof, as follows:

9. Every parking lot shall be so arranged as to provide for the orderly and safe loading or unloading and parking and storage of self-propelled vehicles. All off-street parking facilities fronting on a public street shall be so designed so as to permit entrance and exit by forward movement of the vehicle. The backing or backward movement of vehicles from an off-street parking facility onto a public street shall be strictly prohibited, except for one and two family dwellings and except multi-family row dwellings meeting the requirements of 10-25-2(B)(18). The stacking of required parking stalls where access to a stall requires driving over any portion of another required stall is prohibited, except for one and two family dwellings. The minimum driveway width between two rows of parking stalls shall be fifteen (15) feet for 45

degree angled parking, nineteen (19) feet for 60 degree angled parking or for 45 degree and 60 degree herring bone pattern parking, and twenty-four (24) feet for 90 degree parking. The minimum driveway width when other than between two rows of parking stalls shall be fifteen (15) feet for one-way access and twenty (20) feet for two-way access.

That Paragraph 26, Pole or Post Sign, of Subsection B, Definitions, of Section 10-26-1, Outdoor Advertising Signs and Billboards, of Chapter 26, Outdoor Advertising Signs and Billboards, is hereby repealed in its entirety; and that a new Paragraph 26, Pole or Post Sign, of said Subsection B is hereby enacted in lieu thereof, as follows:

26. ***Pole or Post Sign:*** A freestanding sign principally supported by pole(s) or post(s) affixed to the ground and not supported by a building. Such a sign shall not be located within the triangular area described in the definition of Monument Sign above unless the bottom of the sign is ten (10) feet or greater above the grade.

That Subparagraph a of Paragraph 1, Exemptions, of Subsection C, Regulation of All Signs, of Section 10-26-1, Outdoor Advertising Signs and Billboards, of Chapter 26, Outdoor Advertising Signs and Billboards, is hereby repealed in its entirety; and that a new Subparagraph a of Paragraph 1, Exemptions, of said Subsection C is hereby enacted in lieu thereof, as follows:

a. Traffic control signs or devices placed or approved by the City of Waterloo;

That Subparagraph x of Paragraph 8 of Subsection H, Special Permit Required, of Section 10-27-1, Special Provisions, Exceptions and Modifications, of Chapter 27, Special Provisions, Exceptions and Modifications, is hereby repealed in its entirety; and that a new Subparagraph x of said Paragraph 8 is hereby enacted in lieu thereof, as follows:

x. Any new yard must be at least 600 feet from any protected use as defined herein. This provision shall not restrict the expansion of an existing yard that is already less than 600 feet.

That Subsection H, Special Permit Required, of Section 10-27-1, Special Provisions, Exceptions and Modifications, of Chapter 27, Special Provisions, Exceptions and Modifications, is hereby amended to add new Paragraphs 29 and 30 of said Subsection H, as follows:

29. Home occupations operated from an accessory building (attached or detached).

30. Utility scale solar farms of 750 kilowatt or larger.

That the first unnumbered Paragraph immediately after current Paragraph 28 (after proposed Paragraph 30) of Subsection H, Special Permit Required, of Section 10-27-1, Special

Provisions, Exceptions and Modifications, of Chapter 27, Special Provisions, Exceptions and Modifications, is hereby repealed in its entirety; and that a new unnumbered Paragraph immediately after current Paragraph 28 (after proposed Paragraph 30) of said Subsection H is hereby enacted in lieu thereof, as follows:

> Before issuance of any Special Permit for any of the above buildings or uses, the Board of Adjustment shall refer the proposed application to the Commission, which shall be given forty-five (45) days in which to make a recommendation regarding the effect of such proposed building or use upon the character of the neighborhood, traffic conditions, public utility facilities and other matters pertaining to the general welfare. No action shall be taken upon any application for a proposed building or use above referred to until and unless the Commission has made recommendation. The provisions of 10-28-4 (Special Permit, Appeals, and Variances) shall also apply.

That Subsection K, Subdividing of Lots, of Section 10-27-1, Special Provisions, Exceptions and Modifications, of Chapter 27, Special Provisions, Exceptions and Modifications, is hereby repealed in its entirety; and that a new Subsection K of said Section 10-27-1 is hereby enacted in lieu thereof, as follows:

K. Subdividing of Lots.

> Any one or two family residential area and/or "R-1" or "R-2" district where lots have been platted and/or developed with lots greater than the requirements of this Ordinance, lots may, if they have sufficient property to, be subdivided to create buildable lots of similar size after finding that the lots to be created are similar to those existing in the area. The minimum area and lot width of the lots would be determined by averaging all lots within a two hundred fifty (250) foot radius of the lot or lots to be subdivided. The lots to be created must not be more than ten (10) percent less than the average lot area and lot width. This provision shall not apply if the lots to be created are more than four (4) times the minimum lot area of the district in which the lots are located. In computing the averages, the lot or lots to be subdivided and any lot with other than a one or two family residential use or in other than a "R-1" or "R-2" district, or any lot that is more than four (4) times the minimum lot area of the district in which the lots are located shall not be included. Buildable vacant lots in a "R-1" or "R-2" district shall be included but non-buildable vacant lots shall not be included. Divisions for non-developmental or ownership purposes only and divisions for zero lot line row dwellings shall not be subject to this provision. All lots including the original lot or lots so subdivided must meet all other applicable yard requirements.

That a new unnumbered Paragraph immediately after Paragraph 7 of Subsection L, Solar Collector Systems, of Section 10-27-1, Special Provisions, Exceptions and Modifications, of Chapter 27, Special Provisions, Exceptions and Modifications, is hereby inserted, as follows:

Utility scale solar farms of 750 kilowatt or larger size may be allowed in any zoning district upon approval of a Special Permit by the Board of Adjustment after recommendation of the Commission.

That Paragraph 1 of Subsection N, Adult Uses, of Section 10-27-1, Special Provisions, Exceptions and Modifications, of Chapter 27, Special Provisions, Exceptions and Modifications, is hereby repealed in its entirety; and that a new Paragraph 1 of said Subsection N is hereby enacted in lieu thereof, as follows:

1. The minimum separation requirements of adult uses may be varied by the Board of Adjustment if the person applying for the Variance files an application for a Variance with the City Planner. Included with said application shall be a consent petition which indicates approval of the proposed adult use signed by 90 percent of the property owners within 600 radial feet of the lot on which the use would be located. The Board of Adjustment, in considering such a Variance shall make the following findings: that the proposed use will not be contrary to the public interest or injurious to nearby properties, and that the spirit and intent of the Ordinance will be observed, that the establishment of an additional use of this type in the area will not be contrary to the program of neighborhood conservation or improvement, either residential or non-residential, and that all applicable regulations of this Ordinance will be observed.

That the Title of Subsection A and the first sentence of the unnumbered Paragraph immediately after the Title of Subsection A, Special Permits, of Section 10-28-4, Special Permits, Appeals, and Variances, of Chapter 28, Board of Adjustment, is hereby repealed in its entirety; and that a new Title of Subsection A and a new first sentence of the unnumbered Paragraph immediately after the Title of said Subsection A is hereby enacted in lieu thereof, as follows:

A. Special Permits (Conditional Uses).

Requests for Special Permits (also called Conditional Uses) shall be submitted to the City Planner who shall forward such to the Board of Adjustment for consideration, after recommendation of the Commission.

That The Title of Subsection E and the first sentence of the unnumbered Paragraph immediately after the Title of Subsection E, Conditions Attached to Special Permits, Conditional Uses or Variances, of Section 10-28-4, Special Permits, Appeals, and Variances, of Chapter 28, Board of Adjustment, is hereby repealed in its entirety; and that a new Title of Subsection E and a new first sentence of the unnumbered Paragraph immediately after the Title of said Subsection E is hereby enacted in lieu thereof, as follows:

E. Conditions Attached To Variances.

Upon consideration of the factors listed above, the Board may attach such conditions to the granting of Variances as it deems necessary to further the purpose of this Ordinance.

That Subsection D of Section 10-32-1, Amendments, of Chapter 32, Amendments, is hereby repealed in its entirety; and that a new Subsection D of said Section 10-32-1 is hereby enacted in lieu thereof, as follows:

D. Before any action shall be taken as provided in this part, the party or parties proposing or recommending a change in the district regulations or district boundaries shall deposit with the City Planner a filing fee in accordance with the Schedule of Fees, as adopted by resolution by the City Council, to cover the costs of this procedure and under no condition shall said sum or any part thereof be refunded for failure of said amendment to be enacted into law.

INTRODUCED:
PASSED 1st CONSIDERATION: _____ __, 2022
PASSED 2nd CONSIDERATION: _____ __, 2022
PASSED 3rd CONSIDERATION: _____ __, 2022

PASSED AND ADOPTED this __th day of _____ 2022.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle
City Clerk

CERTIFICATE

I, Kelley Felchle, City Clerk of the City of Waterloo, Iowa, do hereby certify that the preceding is a true and complete copy of Ordinance No. XXXX as passed and adopted by the Council of the City of Waterloo, Iowa, on the __th day of _____, 2022.

Witness my hand and seal of office this __th day of _____, 2022.

SEAL

_____
Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/8/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close the hearing and receive and file oral and written comments, and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file and consider and pass for the first time 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.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt said ordinance.

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

Recommended Action: Approval

Summary Statement:

Transmitted is 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, and instruct the City Clerk to publish notice.

Staff is requesting to vacate Court Avenue south of Hogle Street to prevent illegal dumping on the site.

The vacate request would not appear to have a negative impact on vehicular or pedestrian conditions in the area as a previously vacated portion of the street has been used primarily to access a salvage yard, but the portion currently proposed to be vacated has not been used for anything other than illegal dumping.

The site has been zoned “M-1” Light Industrial District since the adoption of the Zoning Ordinance in 1969.

The surrounding land use is industrial and residential zoned "M-1" Light Industrial District and “R-2” One and Two Family Residence District to the north and east. The land to the south is the Canadian National Railroad

Tracks used by GE Railcar for storage, industrial uses and the Cedar River zoned "M-1" Light Industrial District and "A-1" Agricultural District. To the west is the Canadian National Railroad Tracks and industrial uses zoned "M-1" Light Industrial District, "A-1" Agricultural District and "M-2" Heavy Industrial District.

The vacate area is located in Zone X – Protected by Levee, and is not located in a special flood hazard area as indicated by the FEMA Flood Insurance Rate Map No. 1900025 0302F.

The request to vacate Court Avenue would not appear to have a negative impact on the neighborhood as the portion of street has not been used for public access.

The Planning and Zoning Commission unanimously recommended approval of the vacate request at their regular meeting on May 10, 2022.

The City of Waterloo is requesting to vacate the remaining portion of the Court Avenue right-of-way because it is not being used as right-of-way. On June 2, 1998 the Planning, Programming, and Zoning Commission recommended approval to vacate a portion of the Court Avenue Right-of-Way adjoining the salvage yard which was approved on July 6, 1999 by Ordinance 4368. R's Recycling had previously attempted to vacate Court Avenue to expand their salvage yard, but the vacate request was denied by the Planning, Programming, and Zoning Commission in 2018. R's Recycling is not involved in this request. The City of Waterloo is requesting to vacate the remaining portion of Court Avenue with no intentions of conveying the property at this time. The area would be fenced to try to stop illegal dumping that is occurring. Illegal dumping has frequently occurred on the salvage yard property to the east at 110 Court Avenue, as well as on the city owned right-of-way, and railroad property to the south and west of the proposed vacate area.

Neighborhood Impact:

Therefore, staff recommends the request to vacate Court Avenue south of Hogle Street be approved for the following reasons:
1. The request to vacate would not appear to have a negative impact on the surrounding area.
2. The request to vacate would not appear to have a negative impact on vehicular or pedestrian traffic in the area.
3. Court Avenue has not been used as right-of-way.
4. The request to vacate will allow the City of Waterloo to fence the area to try and control illegal dumping.

Data/Analysis and Strategies: Right-of-Way Vacate

Expenditure Required/Source of Funds: None

That part of platted Court Avenue in Lakeside Addition lying southerly of Hogle Street and lying northerly of a line drawn from a point on the southeasterly line of Lot One (1) in Block Six (6) of Lakeside Addition that is one hundred ten (110) feet southwesterly from the northeasterly corner of

Legal Descriptions:	said lot to a point on the northwesterly line of Lot Twelve (12) in Block Seven (7) of Lakeside Addition that is thirty-five (35) feet southwesterly from the northwesterly corner of said lot, all in the City of Waterloo, Black Hawk County, State of Iowa.

REQUEST:	Request by 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.
APPLICANT(S):	City of Waterloo, 715 Mulberry Street, Waterloo, Iowa 50703
GENERAL DESCRIPTION:	The applicant is requesting to vacate Court Avenue south of Hogle Street.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request to vacate Court Avenue would not appear to have a negative impact on the neighborhood as the portion of street has not been used for public access.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The vacate request would not appear to have a negative impact on vehicular or pedestrian conditions in the area as a previously vacated portion of the street has been used primarily to access a salvage yard, but the portion currently proposed to be vacated has not been used for anything other than illegal dumping.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN and COMPLETE STREETS POLICY.	The Vinton Street Trail is located 0.2 miles to the northwest which connects to the Cedar Valley Lakes Trail. There are no sidewalks along Court Avenue but there are sidewalks along Hogle Street.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The site has been zoned “M-1” Industrial District since the adoption of the Zoning Ordinance in 1969. North – Industrial and Residences zoned “M-1” Light Industrial District and “R-2” One and Two Family Residence District. South – Canadian National Railroad Tracks used by GE Railcar for storage, industrial uses and the Cedar River zoned “M-1” Light Industrial District and “A-1” Agricultural District East – Residences, a salvage yard and industrial uses zoned “M-1” Light Industrial District. West –Canadian National Railroad Tracks used by GE Railcar for storage and industrial uses zoned “M-1” Light Industrial District, “A-1” Agricultural District and “M-2” Heavy Industrial District.
BUFFERS REQUIRED/ NEEDED:	The request would not require any buffering by ordinance standards.
DRAINAGE:	The proposed vacate would not appear to have a negative impact on drainage.
DEVELOPMENT HISTORY:	Industrial and commercial buildings built between 1920 and 1994 and residences built between 1911 and 1924.

FLOODPLAIN:	This area is located in Zone X: Protected by levee as indicated by the Flood Insurance Rate Map No. 1900025 0302F
PUBLIC /OPEN SPACES/ SCHOOLS:	Lowell Elementary School is located 0.72 miles to the southwest. Lafayette Park is located 800 feet to the north and the Cedar River is located 600 feet to the south.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	There are overhead utility lines located along Court Avenue that serve 110 Court Avenue, although they are located in the portion of Court Avenue that was previously vacated with an easement retained. There is an 8” Sanitary Sewer Line located in Hogle Street. There are also overhead electric lines along the south side of Hogle Street.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates the area as Industrial, and this request would be in compliance with such designation.
STAFF ANALYSIS – ZONING ORDINANCE:	The City of Waterloo is requesting to vacate the remaining portion of the Court Avenue right-of-way because it is not being used as right-of-way. On June 2, 1998 the Planning, Programming, and Zoning Commission recommend approval to vacate a portion of the Court Avenue Right-of-Way adjoining the salvage yard which was approved on July 6, 1999 by Ordinance 4368. R’s Recycling had previously attempted to vacate Court Avenue to expand their salvage yard, but the vacate request was denied by the Planning, Programming, and Zoning Commission in 2018. R’s Recycling is not involved in this request. The City of Waterloo is requesting to vacate the remaining portion of Court Avenue with no intentions of conveying the property at this time. The area would be fenced to try to stop illegal dumping that is occurring. Illegal dumping has frequently occurred on the salvage yard property to the east at 110 Court Avenue, as well as on the city owned right-of-way, and railroad property to the south and west of the proposed vacate area. *At Tech Review, Dornoff noted R’s Recycling has placed dumpsters in the vacate area.*



Picture 1: Looking along Court Avenue right-of-way.

STAFF ANALYSIS – SUBDIVISION ORDINANCE:

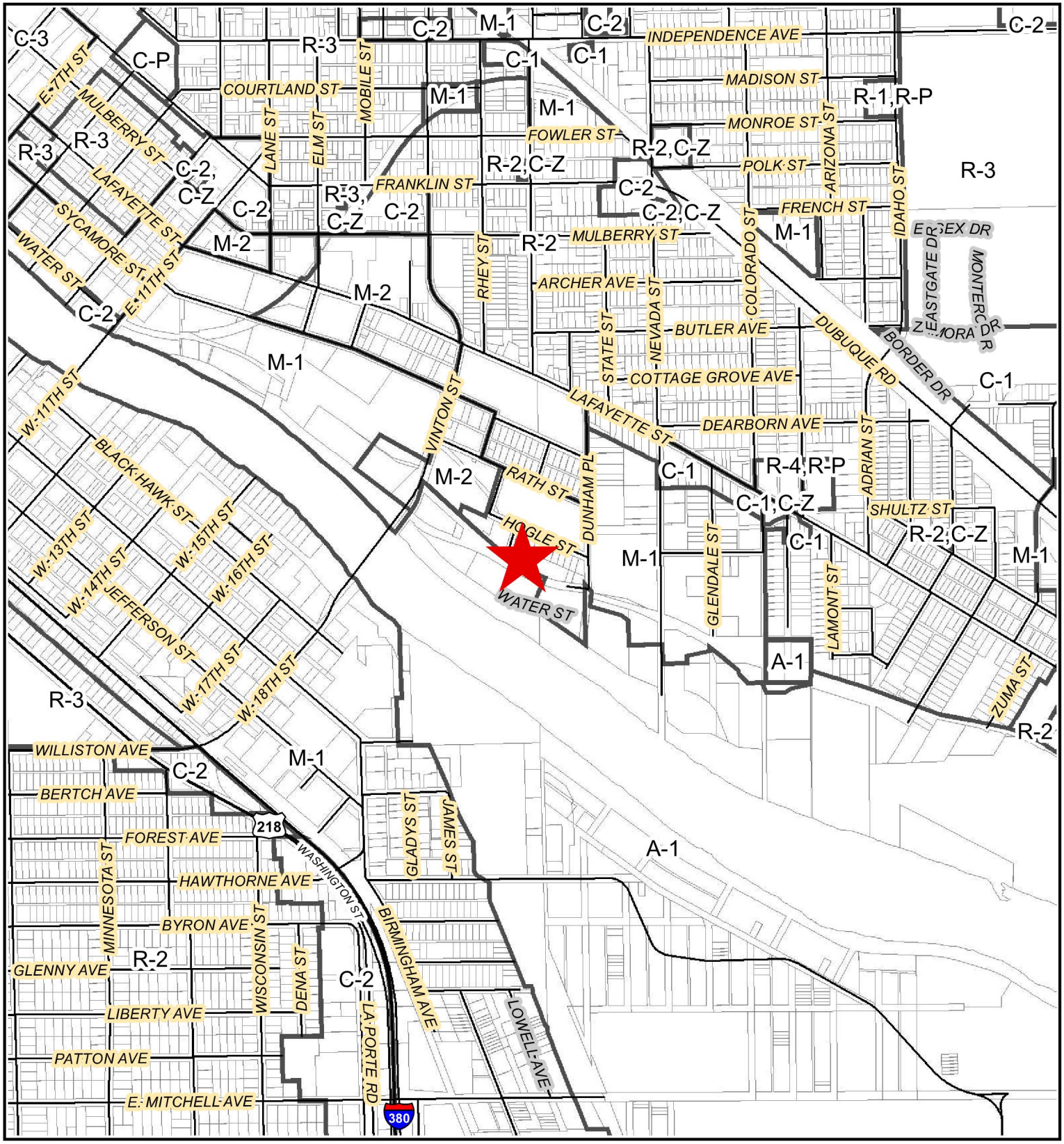
There would be no platting required in relation to the request.

STAFF RECOMMENDATION:

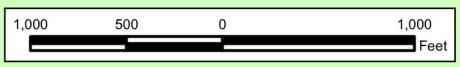
Therefore, staff recommends the request to vacate Court Avenue south of Hogle Street be approved for the following reasons:

1. The request to vacate would not appear to have a negative impact on the surrounding area.
2. The request to vacate would not appear to have a negative impact on vehicular or pedestrian traffic in the area.
3. Court Avenue has not been used as right of way.
4. The request to vacate will allow the City of Waterloo to fence the area to try and control illegal dumping.

City of Waterloo Planning, Programming and Zoning Commission
May 10, 2022



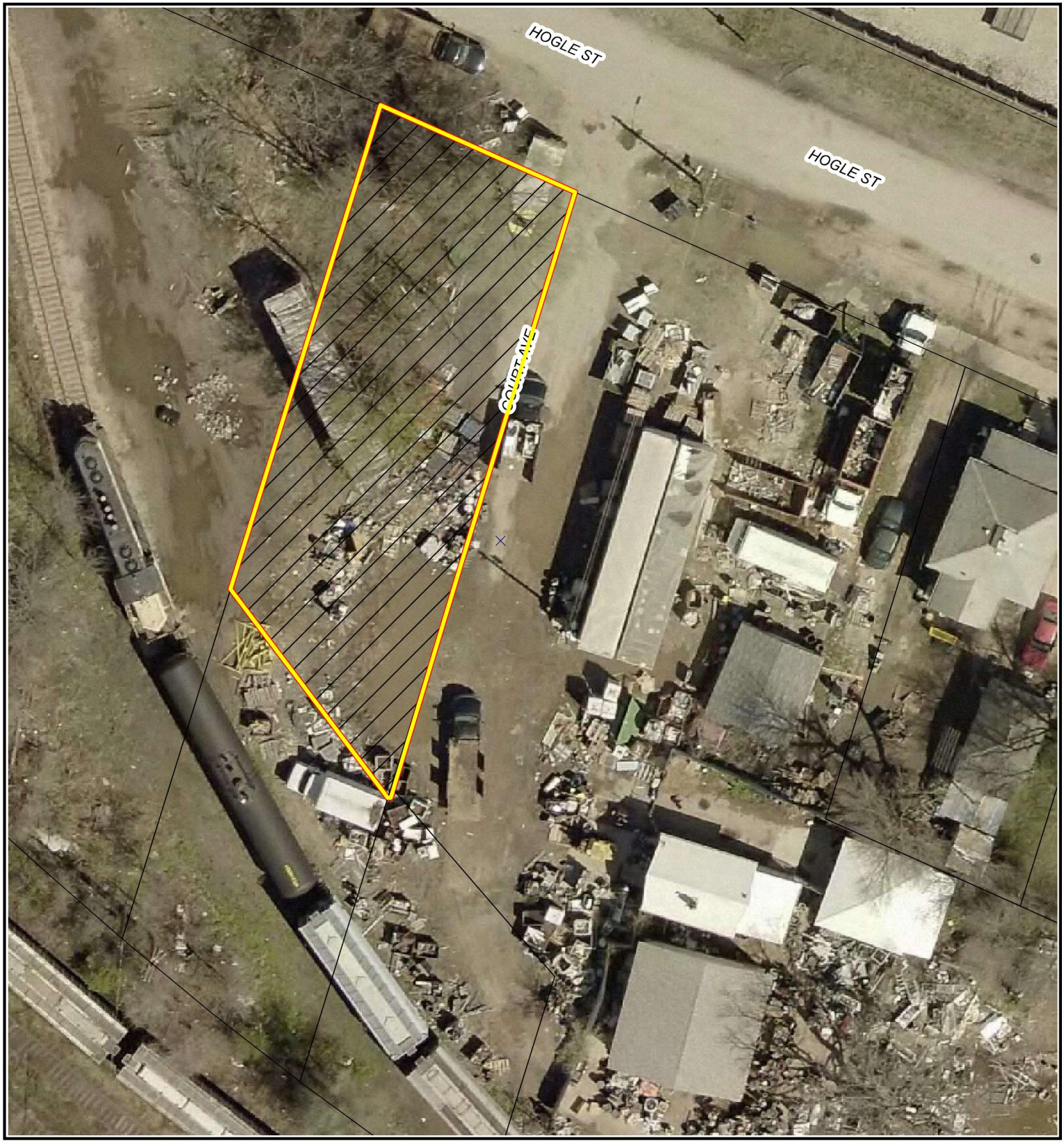






Court Avenue south of Hogle Street
Vacate
City of Waterloo

City of Waterloo Planning, Programming and Zoning Commission
May 10, 2022



N
W E
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0 0.00325 0.0065 0.013 Miles

Waterloo Iowa

Court Avenue South of Hogle Street
Vacate
City of Waterloo

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

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

Applicant: City of Waterloo Address: 715 Mulberry St Waterloo, IA 50703 Phone No.: (319)291-4366

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

Vacate Right-of-Way South of Hogle Street Court Avenue

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

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

   Asking price – Deductions = Value of Property: _____

   Offer Price for <u>Entire Area</u>: N/A

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

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

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

_____ 4.26.22
Applicant Date

*Not required for easement vacates sidewalk vacates or Encroachment Agreements

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/8/2022

ATTACHMENTS:

	Description	Type
🗋	Development Agreement	Backup Material
🗋	Site Layout	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING - No comments on file. Motion to close hearing and receive and file oral and written comments. Resolution approving the sale and conveyance of city owned right-of-way, located east of 3165 West Airline Highway, to Superior Properties, LLC, in the amount of $1.00, and authorizing the Mayor and City Clerk to execute said documents. 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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	The developer purchased the one acre lot at the southwest corner of West Airline Highway and Geraldine Drive. The City is in the process of vacating the adjacent right-of-way of Airline Highway to include with their project. The developer plans to utilize the right-of-way as a parking lot. The City will be retaining a utility easement over the said right-of-way for the sewer line that runs through it. The attached agreement allows for the City to sell the property to the developer for a $1 after the successful completion of the 306.23 vacate process. If the vacate process is not successful the agreement allows for the city to enter into a long term lease with the developer to use the right of way for their project. A lease will need to be approved by City Council at a later date.
Neighborhood Impact:	The area has seen many similar developments in the past 10 years and the City is always working towards acquiring lots in this area for redevelopment purposes. This continues to be one of the most sought after areas for small

	contractor businesses in Waterloo.
Data/Analysis and Strategies:	Sale of Property
Expenditure Required/Source of Funds:	Not to exceed $2,500 for Closing TIF Rebates - East Unified TIF district
Legal Descriptions:	Privately owned lot: Lot 1 of South Port 2nd Addition, City of Waterloo, Black Hawk County, Iowa. City Owned Right of Way: The South 67 Feet of the North 100 Feet of Section 8, Township 89 North, Range 13 West of the Fifth Principal Meridian, Black Hawk County, Iowa, lying directly North of the North property line of Lot 1, South Port 2nd Addition, City of Waterloo.

Preparer: Christopher S. Wendland, P.O. Box 596, Waterloo, Iowa 50704 (319) 234-5701
After recording, return to Community Planning & Development, 715 Mulberry Street, Waterloo, IA 50703.

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of _____, 2022, by and between Superior Properties, LLC (the "Company") and the City of Waterloo, Iowa, ("City").

RECITALS

A. In furtherance of the objectives of Iowa Code Chapter 403 (the "Urban Renewal Act"), the City is engaged in carrying out urban renewal project activities in an area known as the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Airport Development Plan area (the "Urban Renewal Area").

B. Company is willing and able to finance and undertake construction of a building and related improvements on property located in the Urban Renewal Area and legally described on Exhibit "A" attached hereto (the "Property").

C. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal, and the City further believes that the project is in the vital and best interests of the City and that the project and such incentives are in accordance with the public purposes and provisions of applicable State and local laws and requirements under which the project has been undertaken and is being assisted.

AGREEMENT

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

1. **City Property; Title.**

A. Subject to the terms hereof, City shall convey to Company the property described on Exhibit "A-1" hereto (the "City Property") for the sum of

$1.00 (the "Purchase Price") within thirty (30) days after City has completed all requirements for conveyance of same. (The Property and the City Property may be referred to collectively as the "Project Property.") The parties acknowledge that the City Property is excess road right-of-way that has yet to be vacated and that City will not convey title to the vacated right-of-way until the vacation process has been completed. In addition, sale of the City Property must be handled under the processes required by Iowa Code § 306.23 et seq. (the "Statutory Process"). Within thirty (30) days after completion of same, City shall convey the City Property to Company by special warranty deed, free and clear of all encumbrances arising by or through City except: (a) easements, conditions and restrictions of record as set forth in the subdivision deed of dedication, (b) future real estate real property taxes and assessments arising after the date of closing; (c) general utility and right-of-way easements serving the Property and City Property and of record; and (d) restrictions imposed by City zoning ordinances and other applicable law. Notwithstanding the foregoing, City shall have no duty to convey title to Company until Company delivers to City reasonable and satisfactory proof of Company's financial ability to undertake and carry on the Project (defined below), which may take the form of a lending commitment letter. Company shall, at its own expense, prepare an updated abstract of title, or in lieu thereof Company may, at its own expense, obtain whatever form of title evidence it desires. If title is unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Company (such time period not to exceed thirty (30) days), Company may terminate this Agreement, and shall have no obligation to accept title to the City Property or otherwise perform under this Agreement. City shall promptly provide any title documents it has in its possession, including any abstracts, to assist in title preparation.

B. If City is not able to provide clear title to the City Property to Company through the Statutory Process, then City agrees to enter into a long-term lease with Company for the City Property on terms mutually acceptable to the parties, including but not limited to rent of $1.00 and Company's agreement to maintain the City Property, to limit its use as set forth in the lease, and not to encumber the City Property with a mortgage or any other lien.

2. **Improvements by Company.** Company shall construct a building consisting of approximately 12,000 square feet, and related landscaping and parking improvements (collectively, the "Improvements"). Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the urban renewal plan, and all applicable City, state, and federal building codes, and shall comply with all applicable City ordinances. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Project Property, the Improvements, and all site preparation and development-related work to make the Project Property

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

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

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

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

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

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

If Company has not, in good faith, begun the construction of the Improvements on the schedule stated above, then title to the City Property shall revert to the City, except as provided in this Agreement; provided, however, that if construction has not begun within the stated period but the development of the Project is still imminent, the City's Community Planning and Development Director may, but shall not be required to, consent to an extension of time of up to six (6) months for the construction of the Improvements, and if an extension is granted but construction of the Improvements has not begun within such extended period, then the title to the City Property shall revert to the City after the end of said extended period. Any further time extensions will require consent of the City Council. If development has commenced within the required period, as the same may be extended, and is subsequently stopped or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company, the requirement that construction be completed by the Completion Date shall be tolled for a period of time equal to the period of such stoppage or delay. If, after commencement of construction, construction is not Substantially Completed by the Completion Date, as the same may be extended, then City may terminate this Agreement as set forth in Section 17, title to the City Property shall revert to City, and City shall have no further obligation hereunder. If the City Property is not initially conveyed to Company but is instead leased, then any provision herein that may require a reverter of title shall instead require a termination of such lease.

5. **Reverter of Title; Indemnity.** In the event of any reverter of title, Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to a special warranty deed, or take such other actions as the City may reasonably request to effectuate said reverter and to deliver to City title to the City Property that is free and clear of any lien, claim, charge, security interest, mortgage or encumbrance (collectively, "Liens") arising by or through Company. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the City Property. In connection with any reverter of title, Company shall not be entitled to a refund of the Purchase Price. ***Appointment of Attorney in Fact:*** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within thirty (30) days after written demand by City, then City shall be authorized to execute, on Company's behalf and as its attorney-in-fact, the special warranty deed required by this

Section, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact.

Company further agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, cost, expense, liability or injury made, suffered, or incurred as a result of or in connection with the Project, or Company's failure to carry on or complete same, or any Lien or Liens on or against the City Property of any type or nature whatsoever that attaches to the City Property by virtue of Company's ownership of same. If City files suit to enforce the terms of this Agreement and prevails in such suit, then Company shall be liable for all legal expenses, including but not limited to reasonable attorneys' fees, incurred by City. Company's duties of indemnity pursuant to this Section shall survive the expiration, termination or cancellation of this Agreement for any reason.

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

7. **Minimum Assessment Agreement.** Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property. Company further agrees that prior to the date set forth in Section 2 of the Minimum Assessment Agreement (the "MAA") attached hereto as Exhibit "B" it will not seek or cause a reduction in the taxable valuation for the Property as improved pursuant to this Agreement, which shall be fixed for assessment purposes, below the amount of $560,000.00 (the "Minimum Actual Value"), through:

(a) willful destruction of the Property, the Improvements, or any part of either;

(b) a request to the assessor of Black Hawk County; or

(c) any proceedings, whether administrative, legal, or equitable, with any administrative body or court within the City, Black Hawk County, the State of Iowa, or the federal government.

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

8. **Tax Rebates.** Provided that Company has completed Substantially Completed the Improvements before the Completion Deadline, City agrees to rebate property tax (with the exceptions noted below) with respect to the Improvements, as follows:

Year One through Year Eight	75% rebate each year
Year Nine through Year Ten	70% rebate each year

for any taxable value added by the completed Improvements (each such payment is a "Rebate") over the initial base value of $25,000.00. Each Rebate is payable in respect of a given property tax fiscal year (a "Fiscal Year") only to the extent that (a) Company has actually paid general property taxes due and owing for such Fiscal Year and (b) the city council has made an appropriation for the payment of the Rebate. To receive a Rebate for a given Fiscal Year, Company must, within twelve (12) months after the due date of the last installment of the property taxes for the respective Fiscal Year (i.e., the "March Installment"), submit a completed Rebate request to City on the form provided by or otherwise satisfactory to City. A failure to timely submit a request for a Rebate for a Fiscal Year will result in a forfeiture of the right to request a Rebate for such Fiscal Year. City agrees to consider a completed application for a Rebate within sixty (60) days after submission of the application to City.

The taxable value of the Property as a result of the Improvements must be increased by a minimum of 10% and must increase the annual tax by a minimum of $500.00. Rebates shall not be paid based on any special assessment levy, debt service levy, or any other levy that is exempted from treatment as tax increment financing under the provisions of applicable law. The first Fiscal Year in respect of which a Rebate may be given ("Year One") shall be the first full Fiscal Year for which the assessment is based upon the completed value of the Improvements and not based on a prior Fiscal Year for which the assessment is based solely upon (x) the value of the Property, or upon (y) the value of the Property and a partial value of the Improvements due to partial completion of such Improvements or a partial Fiscal Year.

As an example of the above provision, in the event all Improvements on the Property are Substantially Completed prior to January 1, 2024 and the Property and Improvements are assessed as fully completed based on the Plans, as may be revised, the property taxes that would be assessed based on the January 1, 2024 assessed value would be for the Fiscal Year ending June 30, 2026, with the taxes payable one-half by September 30, 2025 and one-half by March 31, 2026, then the first Rebate could be applied for after March 31, 2026 and prior to April 1, 2027.

9. **Limitations on Payment of Rebates.**

A. Each payment of a Rebate is subject to annual appropriation by the city council each fiscal year. City has no obligation to make any payments to Company as contemplated under this Agreement until the city council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to City in this paragraph is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to make future payments of Rebates shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by City's bond counsel to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall

at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

B. Notwithstanding the provisions of Section 8 hereof, City shall have no obligation to make a payment of a Rebate to Company if at any time during the term hereof City fails to appropriate funds for payment; City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Property and Improvements to fund a Rebate payment to Company, as contemplated under Section 8 above, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof; or City's ability to collect Tax Increment from the Improvements and Property is precluded or terminated by legislative changes to Iowa Code Chapter 403. Upon occurrence of any of the foregoing circumstances, City shall promptly forward notice of the same to Company. If the circumstances continue for a period during which two (2) annual Rebate payments would otherwise have been paid to Company under the terms of Section 8, then City may terminate this Agreement, without penalty or other liability to City, by written notice to Company.

C. For purposes of this Agreement, "Tax Increments" shall mean the property tax revenues on the Improvements and Property received by and made available to City for deposit in an account maintained under this Agreement, the provisions of Iowa Code § 403.19 and the ordinance governing the Urban Renewal Plan.

10. **Conditions to City Funding.**

A. The complete or initial funding by City of the Rebates and other Project commitments shall be deemed an agreement of the parties that the applicable conditions to disbursement of funds shall, as of the date of such funding, have been satisfied or waived. If the conditions set forth in this Section are not satisfied at a Rebate disbursement date, this Agreement shall terminate unless a new disbursement date is established by amendment to this Agreement. The termination of this Agreement shall be the sole remedy available to City or Company if, for whatever reason, a condition set forth in this Section is not satisfied at a Rebate payment date, it being understood that each party shall nonetheless incur costs and liabilities prior thereto for which they alone are responsible. City and Company each expressly assumes all responsibility for the

costs and liabilities they may each so incur prior to a Rebate payment date and agree to indemnify and hold each other harmless therefrom.

B. It is recognized and agreed that the ability of the City to perform the obligations described in this Agreement, including but not limited to the Rebate payments, is subject to completion and satisfaction of certain separate city council actions and required legal proceedings relating to the creation of a tax increment financing (TIF) district, including the holding of public hearings on the same. Further, all the obligations of City under this Agreement are subject to fulfillment, on or before each Rebate payment date, of each of the following conditions precedent:

(i) The representations and warranties made by Company in Section 14 shall be true and correct as of the Rebate disbursement date with the same force and effect as if made at such date.

(ii) Company shall be in material compliance with all the terms and provisions of this Agreement.

(iii) There has not been, as of the Rebate disbursement date, a substantial change for the worse in the financial resources and ability of Company, or a substantial decrease in the financing commitments secured by Company for construction of the Improvements, which change(s) makes it likely, in the reasonable judgment of the City, that Company will be unable to fulfill its covenants and obligations under this Agreement.

11. **No Encumbrances; Limited Exception.** Until completion of the Improvements, Company agrees that it shall not create, incur, or suffer to exist any Liens on the City Property, other than such mortgage or mortgages as may be reasonably necessary to finance Company's completion of the Improvements *and* of which Company notifies City before Company executes any such mortgage. Company may not mortgage the City Property or any part thereof for any purpose except in connection with financing of the Improvements.

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

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

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

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

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

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

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

G. During the period until termination of the MAA, Company agrees that it will make no conveyance, lease or other transfer of the Project Property or any interest therein that would cause the Project Property or any part thereof to be classified as exempt from taxation or subject to centralized assessment or taxation by the State of Iowa.

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

authorized under Iowa Code Chapter 403 or 404, or any other state law, of the taxation of real property included within the Project Property.

13. **Representations and Warranties of City.** City hereby represents and warrants as follows:

A. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

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

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

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

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

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

E. There are no actions, suits or proceedings pending or threatened against or affecting Company in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Company or which in

any manner raises any questions affecting the validity of the Agreement or Company's ability to perform its obligations under this Agreement.

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

15. **Indemnification and Releases.**

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

B. Except for any willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) the acquisition and condition of the City Property and the construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the City Property, but only to the extent such liability has not been previously transferred to and accepted by the City in writing.

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

16. **Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean any one or more of the following events that continues beyond any applicable cure periods:

A. Failure by Company to cause the construction of the Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

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

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

D. Failure by any party hereto to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or the MAA;

E. Company (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (4) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of Company as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Company, or part thereof, shall be appointed in any proceedings brought against Company and shall not be discharged within ninety (90) days after such appointment, or if Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to the Property.

F. Any representation or warranty made by Company in this Agreement, or made by Company in any written statement or certificate furnished by Company pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

17. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may suspend its performance under this Agreement until it receives assurances from Company, deemed adequate by City, that Company will cure its default and continue its performance under this Agreement. Before exercising such remedy, City shall give 30 days' written notice to Company of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 30 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default

will be cured as soon as reasonably possible. Further, after suspension of performance in the manner set forth above, City may terminate this Agreement and exercise any and all remedies available at law, equity, contract or otherwise.

B. Default by City. Whenever any Event of Default in respect of City occurs and is continuing, Company may take such action against City to require it to specifically perform its obligations hereunder. Before exercising such remedy, Company shall give 30 days' written notice to City of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within 30 days and City shall not have provided assurances reasonably satisfactory to the Company that the Event of Default will be cured as soon as reasonably possible.

C. Remedies under this Agreement shall be cumulative and in addition to any other right or remedy given under this Agreement or existing at law or in equity or by statute. Waiver as to any particular default, or delay or omission in exercising any right or power accruing upon any default, shall not be construed as a waiver of any other or any subsequent default and shall not impair any such right or power.

18. **Obligations Contingent.** Each and every obligation of City under this Agreement is expressly made subject to and contingent upon City's completion of all procedures, hearings and approvals deemed necessary by City or its legal counsel for amendment of the urban renewal plan applicable to the Project Property and/or project area, all of which must be completed within 180 days from the date this Agreement is approved by the City council. City hereby agrees to timely undertake and complete all such procedures, hearings and approvals so that the benefits that City promises to Company hereunder as an inducement for Company to undertake and complete the Project as set forth in this Agreement will not be lost. If such completion does not occur, then any conveyance, benefit or incentive of any type provided by City hereunder within said 180-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same. To the extent permitted by applicable law, City agrees to indemnify Company and hold it harmless from and against any claims, damages, costs, expenses or loss of value suffered by Company and arising from such revocation or repayment.

19. **Materiality of Promises, Covenants, Representations, and Warranties of Company.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City

may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

20. **Performance by City.** Company acknowledges and agrees that all of the obligations of City under this Agreement shall be subject to, and performed by City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with City's lawful authority. All covenants, stipulations, promises, agreements and obligations of City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any governing body member, officer, employee or agent of City in the individual capacity of such person.

21. **No Third-Party Beneficiaries.** No rights or privileges of any party hereto shall inure to the benefit of any contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, subcontractor, material supplier, or other person or entity shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

22. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, facsimile number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, at 4177 W. Cedar Wapsi Road, Cedar Falls, Iowa 50613, Attention: Manager.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, (iii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful. A party may change the address for giving notice by any method set forth in this Section.

23. **No Joint Venture.** Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the City and Company, nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

24. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly

authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

25. **Severability; Reformation.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

26. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

27. **Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the parties hereto and their respective attorneys have contributed substantially and materially to the preparation of each and every provision of this Agreement.

28. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

29. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

30. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

31. **Time of Essence.** Time is of the essence of this Agreement.

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

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

SUPERIOR PROPERTIES, LLC

By: _____
Nicholas Bonewitz, Manager

EXHIBIT “A”

Legal Description of Property

Lot 1 of South Port 2nd Addition, City of Waterloo, Black Hawk County, Iowa.

EXHIBIT “A-1”

City Property

The South 67 Feet of the North 100 Feet of Section 8, Township 89 North, Range 13 West of the Fifth Principal Meridian, Black Hawk County, Iowa, lying directly North of the North property line of Lot 1, South Port 2nd Addition, City of Waterloo.

EXHIBIT “B”

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the “Agreement”) is entered into as of _____, 2022, by and among the CITY OF WATERLOO, IOWA (“City”), SUPERIOR PROPERTIES, LLC (“Company”), and the COUNTY ASSESSOR of the City of Waterloo, Iowa (“Assessor”).

WITNESSETH:

WHEREAS, on or before the date hereof the City and Company have entered into a development agreement (the “Development Agreement”) regarding certain real property (the “Property”), described in Exhibit “A” thereto, located in the City; and

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Company will undertake the development of an area within the City and within the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Airport Area Development Plan Area, including the construction of certain improvements as described in the Development Agreement (the “Minimum Improvements”) on the Property (the “Project”); and

WHEREAS, pursuant to Iowa Code § 403.6, as amended, the City and the Company desire to establish a minimum actual value for the Property and the Minimum Improvements to be constructed thereon by Company pursuant to the Development Agreement, which shall be effective upon substantial completion of the Project and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum actual value of the land and buildings as to the Project only; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which the parties contemplate will be erected as a part of the Project.

NOW, THEREFORE, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Minimum Improvements by Company, the minimum actual taxable value which shall be fixed for assessment purposes for the Property and Minimum Improvements to be constructed thereon by Company as a part of the Project shall not be less than $560,000.00 (the “Minimum Actual Value”) until termination of this Agreement. The parties hereto agree that construction of the Minimum Improvements will be substantially completed by the date set forth in the Development Agreement, and in any case by December 31, 2023. If the Minimum Improvements are not substantially completed by said date, then the parties agree to execute an amendment to this Agreement that will extend the date specified in Section 2 below.

2. The Minimum Actual Value herein established shall be of no further force and effect, and this Minimum Assessment Agreement shall terminate, on December 31, 2043. The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

3. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property and the Minimum Improvements pursuant to the provisions of this Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Property or the Minimum Improvements by Company or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Property or the Minimum Improvements.

4. Company agrees that its obligation to make the tax payments required hereby, to pay the other sums provided for herein, and to perform and observe its other agreements contained in this Agreement shall be absolute and unconditional obligations of Company (not limited to the statutory remedies for unpaid taxes) and that Company shall not be entitled to any abatement or diminution thereof, or set off therefrom, nor to any early termination of this Agreement for any reason whatsoever.

5. Nothing herein shall be deemed to waive the Company's rights under Iowa Code § 403.6, as amended, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall the Company seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement. Nothing herein shall limit the discretion of the Assessor to assign at any time an actual value to the land and Minimum Improvements in excess of the Minimum Actual Value.

6. Company agrees that during the term of this Agreement it will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Property or the Minimum Improvements determined by any tax official to be applicable to the Property or the Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) seek any tax deferral, credit or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other state

law, of the taxation of real property, including improvements and fixtures thereon, contained in the Property or the Minimum Improvements; or

(c) request the Assessor to reduce the Minimum Actual Value; or

(d) appeal to the board of review of the city, county, state or to the Director of Revenue of the State of Iowa to reduce the Minimum Actual Value; or

(e) cause a reduction in the actual value or the Minimum Actual Value through any other proceedings.

7. This Agreement shall be promptly recorded by the City with the Recorder of Black Hawk County, Iowa. The City shall pay all costs of recording.

8. Neither the preambles nor provisions of this Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

9. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

10. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, including but not limited to future owners of the Project property.

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

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

By: _____
Kelley Felchle, City Clerk

SUPERIOR PROPERTIES, LLC

By: _____
Nicholas Bonewitz, Manager

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared Quentin Hart and Kelley Felchle, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

_____
Notary Public

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on _____, 2022 by Nicholas Bonewitz as Manager of Superior Properties, LLC.

_____
Notary Public

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to that land and improvements upon completion shall not be less than Five Hundred Sixty Thousand and 00/100 Dollars ($560,000.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof, subject to adjustment as provided in said agreement.

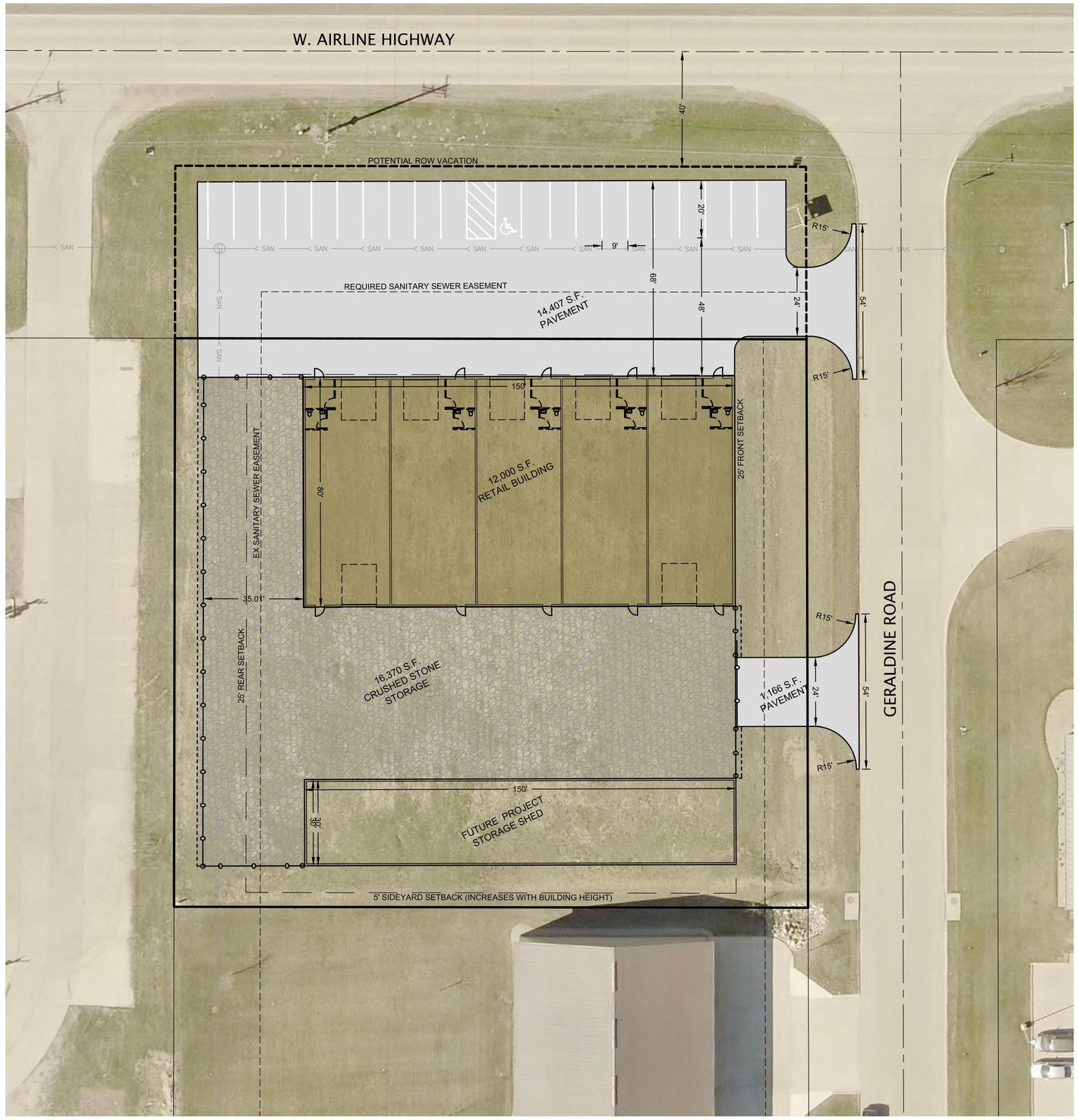
_____
Assessor for Black Hawk County, Iowa

_____
Date

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on _____, 2022 by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

_____
Notary Public



0 20 40

Robinson Engineering Company
Consulting Engineers
819 Second Street NE
Independence, Iowa 50644
319.334.7211

LEVI ARCHITECTURE

BONEWITZ
SITE CONCEPT 3

PN:

GERALDINE ROAD
WATERLOO, IOWA

1 OF 1

2021-02-02
CONCEPT

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/8/2022

ATTACHMENTS:

	Description	Type
🗋	Development Agreement	Backup Material
🗋	plat	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING - No Comments on File. Motion to close hearing and receive and file oral and written comments. Resolution approving 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. 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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	The City has recently finished the platting process on land that was acquired from 3070 West Airline Highway. This is a two phase development agreement and the first building built will be two buildings 8,000 square feet each and second phase will be two additional buildings at 8,000 square feet each. The company shall obtain a building permit within four months of the date of the agreement, and phase two shall begin within 12 months after the phase II property is conveyed to the developer. Phase I is set to have a minimum assessed value of $710,000 and receive land for $1 for the development. An amendment for phase II will be done to outline the minimum assessment which is estimated at $710,000. Rebates are outlined at five years at 50% since the project will be over $1,000,000 in value at that time. The area has seen many similar developments in the past 10 years and the

Neighborhood Impact:	City is always working towards acquiring lots in this area for redevelopment purposes. This continues to be one of the most sought after areas for small contractor businesses in Waterloo.
Data/Analysis and Strategies:	Sale of Property
Expenditure Required/Source of Funds:	Not to exceed $2,500 for Closing Rebates 5 years at 50% after the completion of phase II. TIF Funds
Legal Descriptions:	Phase One: Lot 1 of West Port, City of Waterloo, Black Hawk County, Iowa. Phase Two: Lot 2 of West Port, City of Waterloo, Black Hawk County, Iowa.

Prepared by Christopher S. Wendland, P.O. Box 596, Waterloo, IA 50704 Phone (319) 234-5701

DEVELOPMENT AGREEMENT – Phased Development

This Development Agreement (the "Agreement") is entered into as of May 23rd, 2022, by and between Airline Storage, L.L.C., LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. In furtherance of the objectives of Chapter 403 of the Code of Iowa, 2015, as amended (the "Urban Renewal Act"), City is engaged in carrying out urban renewal project activities in an area known as the University Avenue Area Urban Renewal and Redevelopment Plan Area ("Urban Renewal Area").

B. Company is willing and able to finance and construct buildings and related improvements on property located in the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Airport Area Development Plan area, and legally described on Exhibit "A" attached hereto (the "Project Property").

C. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal, and the City further believes that the project is in the vital and best interests of the City and that the project and such incentives are in accordance with the public purposes and provisions of applicable State and local laws and requirements under which the project has been undertaken and is being assisted.

AGREEMENT

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

1. **Sale of Property; Title.** Subject to the terms hereof, City shall convey to Company the Phase 1 Property described in Exhibit "A" for the sum of $1.00 (the "Purchase Price"). Conveyance shall be by quit claim deed, free and clear of all encumbrances arising by or through City except: (a) easements, servitudes, conditions and restrictions of record; (b) general utility and right-of-way easements serving the Phase 1 Property; and (c) restrictions imposed by the City zoning ordinances and other applicable law. City shall have no duty to convey title to Company until Company delivers to City reasonable and satisfactory proof of financial ability to undertake and carry on the Phase 1 Improvements (defined below), which may take the form of a lending commitment letter. Company shall, at its own expense, prepare an updated abstract of title, or in lieu thereof Company may, at its own expense, obtain whatever form of title evidence it desires. City shall provide any title documents it has in its possession, including any abstracts, to assist in title review. If title is unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Company, Company may terminate this Agreement without further obligation and return the abstract of title to City.

2. **Phased Development.** The parties contemplate that Company will develop the Project Property (defined below) in phases, each of which is generally described as follows, although more detailed plans for each phase will be developed at one or more future dates:

A. Phase 1. Two commercial buildings of approximately 8,000 square feet each (the "Phase 1 Improvements").

B. Phase 2. Two commercial buildings or addition(s) of 8,000 square feet each on the property described as "Phase 2 Property" on Exhibit "A" attached hereto. If Company desires to undertake Phase 2 Improvements, it shall notify City in writing no later than fourteen (14) months after the date of this Agreement, and within 90 days thereafter City shall convey the Phase 2 Property to Company on the same terms set forth in Section 1 above (the "Phase 2 Improvements").

Improvements to the Project Property completed within the schedule established by Section 4 below will be eligible for the benefits provided for in this Agreement, and any Phase of the Improvements not completed within the prescribed period will not be eligible for said benefits. The Phase 1 Property and Phase 2 Property may be collectively referred to as the "Project Property."

3. **Improvements by Company.** Company shall construct on the Project Property the improvements described in Section 2 above, and related landscaping, paving, signage and parking improvements (collectively, the "Improvements"). Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other

applicable law. For each phase, City may require that Company submit specific building designs and site plans for City review and approval. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Project Property, the Improvements, and all site preparation and development-related work to make any of the Project Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project".

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

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

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

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

5. **Timeliness of Conveyance and Construction; Possibility of Reverter.** The parties agree that Company's commitment to undertake the Project and to construct the Improvements in a timely manner constitutes a material inducement for the City to convey the Project Property, or to cause the Project Property to be conveyed, to Company and that without said commitment City would not do so.

A. Deadlines to commence and complete. Subject to Unavoidable Delays (defined below), Company must obtain a building permit and begin construction on Phase 1 Improvements within four (4) months after the date of this Agreement (the "Phase 1 Start Date") and must complete construction within twelve (12) months after the date of this Agreement (the "Phase 1 Completion Deadline"). If Company desires to undertake the Phase 2 Improvements, it must complete construction of same within twelve (12) months after the date that City conveys the Phase 2 Property to Company (the "Phase 2 Completion Deadline"). For any phase, completion of construction shall be evidenced by issuance of an occupancy permit.

B. Events triggering reverter of title. If, by the Phase 1 Start Date, Company has not in good faith begun construction of the Improvements upon the Phase 1 Property, then the City may terminate this Agreement following Company's failure to begin construction within thirty (30) days following written notice of default from City. If development has commenced by the Phase 1 Start Date or within any agreed period of extension, or with respect to Phase 2 such development has commenced, and is stopped and/or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each such condition or event being an "Unavoidable Delay"), the requirement that construction is to be completed by the respective Phase Completion Deadline shall be tolled for a period of time equal to the period of such stoppage or delay, and thereafter if construction is not completed within the allowed period of extension the City may terminate this Agreement following Company's failure to diligently undertake construction within thirty (30) days following written notice of default from City. If at any time Company fails to diligently undertake construction and other activities necessary for completion of any given phase of Improvements, then City may terminate this Agreement following Company's failure to resume and diligently carry on construction within thirty (30) days following written notice of default from City. City shall have no further obligations to Company under this Agreement if City terminates this Agreement as provided herein.

6. **Reverter of Title; Indemnity.** In the event of any reverter of title, Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to a special warranty deed, or take such other actions as the City may reasonably request to effectuate said reverter and to deliver to City title to, as applicable, the Phase 1 Property or the Phase 2 Property that is free and clear of any lien, claim, charge, security interest, mortgage or encumbrance (collectively, "Liens") arising by or through Company. Concurrently with delivery of the deed, Company shall also deliver to City the abstract of title. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the Phase 1 Property or the Phase 2 Property. ***Appointment of Attorney in Fact:*** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within thirty (30) days of written demand by City, then City shall be authorized to execute, on Company's behalf and as its attorney-in-fact, the special warranty deed required by this Section, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact.

Company further agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, or injury made, suffered, or incurred as a result of or in connection with the Project, Company's failure to carry on or complete same, or any Lien or Liens on or against the Project Property of any type or nature whatsoever that attaches to the Project Property by virtue of Company's ownership of same. If City files suit to enforce the terms of this Agreement and prevails in such suit, then Company shall be liable for all legal expenses, including but not limited to reasonable attorneys' fees, incurred by City. Company's duties of indemnity pursuant to this Section shall survive the expiration, termination or cancellation of this Agreement for any reason.

7. **No Encumbrances; Limited Exception.** Until completion of the Improvements, Company agrees that it shall not create, incur, or suffer to exist any Liens on the Project Property, other than such mortgage or mortgages as may be reasonably necessary to finance Company's completion of the Improvements and of which Company notifies City before Company executes any such mortgage. Company may not mortgage the Project Property or any part thereof for any purpose except in connection with financing of the Improvements.

8. **Utilities.** Company will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services to any location on the Project Property and for payment of any associated connection fees.

9. **Minimum Assessment Agreement.** Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Phase 1 Property. Company further agrees that prior to the date set forth in Section 2 of the Minimum Assessment Agreement (the "MAA") attached hereto as Exhibit "B" it will not seek or cause a reduction in the taxable valuation for the Phase 1 Property as improved pursuant to this Agreement, which shall be fixed for assessment purposes, below the amount of $710,000.00 (the "Phase I Minimum Actual Value"), through:

(i) willful destruction of the Phase 1 Property, the Phase 1 Improvements, or any part of either;

(ii) a request to the assessor of Black Hawk County; or

(iii) any proceedings, whether administrative, legal, or equitable, with any administrative body or court within the City, Black Hawk County, the State of Iowa, or the federal government.

Company agrees to execute and deliver the MAA concurrently with execution and delivery of this Agreement. In connection with construction of Phase 2 Improvements, the parties will execute and record an amendment to the MAA, or a new MAA governing the Phase 2 Property, for the purpose of increasing the Minimum Actual Value to an amount that reflects the value added by Phase 2 Improvements. The parties anticipate that each phase of Improvements shall have a minimum actual value of no less than $710,000.00.

10. **Tax Rebates.** Provided that Company has completed Phase 1 and Phase 2 Improvements before the respective Completion Deadline for each phase and has executed an amendment to the MAA as set forth in Section 9 above, City agrees to rebate property tax (with the exceptions noted below) with respect to both Phase 1 and Phase 2 Improvements, as follows:

Year One through Year Five 50% rebate each year

for any taxable value added by the completed Phase 1 and Phase 2 Improvements combined (each such payment is a "Rebate"). Each Rebate is payable in respect of a given property tax fiscal year (a "Fiscal Year") only to the extent that (a) Company has actually paid general property taxes due and owing for such Fiscal Year and (b) the city council has made an appropriation for the payment of the Rebate. To receive a Rebate for a given Fiscal Year, Company must, within twelve (12) months after the due date of the last installment of the property taxes for the respective Fiscal Year (i.e., the "March Installment"), submit a completed Rebate request to City on the form provided by or otherwise satisfactory to City. A failure to timely submit a request for a Rebate for a Fiscal Year will result in a forfeiture of the right to request a Rebate for such Fiscal Year. City agrees to consider a completed application for a Rebate within sixty (60) days after submission of the application to City.

The taxable value of the Property as a result of the Improvements must be increased by a minimum of 10% and must increase the annual tax by a minimum of $500.00. Rebates shall not be paid based on any special assessment levy, debt service levy, or any other levy that is exempted from treatment as tax increment financing under the provisions of applicable law. The first Fiscal Year in respect of which a Rebate may be given ("Year One") shall be the first full Fiscal Year for which the assessment is based upon the completed value of the combined Phase 1 and Phase 2 Improvements and not based on a prior Fiscal Year for which the assessment

is based solely upon (x) the value of the Property, or upon (y) the value of the Property and a partial value of the Improvements due to partial completion of such Improvements or a partial Fiscal Year.

As an example of the above provision, in the event all Improvements on the Property are completed prior to January 1, 2025 and the Property and Improvements are assessed as fully completed based on the Plans, as may be revised, the property taxes that would be assessed based on the January 1, 2025 assessed value would be for the Fiscal Year ending June 30, 2027, with the taxes payable one-half by September 30, 2026 and one-half by March 31, 2027, then the first Rebate could be applied for after March 31, 2027 and prior to April 1, 2028.

11. **Limitations on Payment of Rebates.**

A. Each payment of a Rebate is subject to annual appropriation by the city council each fiscal year. City has no obligation to make any payments to Company as contemplated under this Agreement until the city council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to City in this paragraph is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to make future payments of Rebates shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by City's bond counsel to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

B. Notwithstanding the provisions of Section 10 hereof, City shall have no obligation to make a payment of a Rebate to Company if at any time during the term hereof City fails to appropriate funds for payment; City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Property and Improvements to fund a Rebate payment to Company, as contemplated under Section 10 above, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof; or City's ability to collect Tax Increment from the Improvements and Property is precluded or terminated by legislative changes to

Iowa Code Chapter 403. Upon occurrence of any of the foregoing circumstances, City shall promptly forward notice of the same to Company. If the circumstances continue for a period during which two (2) annual Rebate payments would otherwise have been paid to Company under the terms of Section 10, then City may terminate this Agreement, without penalty or other liability to City, by written notice to Company.

C. For purposes of this Agreement, "Tax Increments" shall mean the property tax revenues on the Improvements and Property received by and made available to City for deposit in an account maintained under this Agreement, the provisions of Iowa Code § 403.19 and the ordinance governing the Urban Renewal Plan.

12. **Additional Covenants of Company.** In addition to the other promises, covenants and agreements of Company as provided elsewhere in this Agreement, Company agrees as follows with respect to each phase of Improvements:

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

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

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

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

E. The Project Property, or phase portion thereof, will have a taxable value as set forth in the MAA and any amendments thereto, and Company agrees that the minimum actual value of the Project Property and completed Improvements as stated in the MAA and any amendments thereto will be a reasonable estimate of the actual value of the Project Property and phase Improvements for ad valorem property tax purposes. Company agrees that it will spend enough in construction of the Improvements that, when combined with the

value of the Project Property and related site improvements, will equal or exceed the assessor's minimum actual value for the Project Property and Improvements as set forth in the MAA and any amendments thereto.

F. Until termination of the MAA(s), Company will maintain, preserve and keep the Project Property, including but not limited to the Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions.

G. During the period that any Rebate is payable to Company under this Agreement, Company agrees that (1) it will not undertake, in any other municipality in Black Hawk County, the construction or rehabilitation of any commercial property as a primary location for Company's business operations of the type to be conducted on the Project Property, and (2) it will make no conveyance, lease or other transfer of the Project Property or any interest therein that would cause the Project Property or any part thereof to be classified as exempt from taxation or subject to centralized assessment or taxation by the State of Iowa.

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

13. **Conditions to City Funding.**

A. The complete or initial funding by City of the Rebates and other Project commitments shall be deemed an agreement of the parties that the applicable conditions to disbursement of funds shall, as of the date of such funding, have been satisfied or waived. If the conditions set forth in this Section are not satisfied at a Rebate disbursement date, this Agreement shall terminate unless a new disbursement date is established by amendment to this Agreement. The termination of this Agreement shall be the sole remedy available to City or Company if, for whatever reason, a condition set forth in this Section is not satisfied at a Rebate payment date, it being understood that each party shall nonetheless incur costs and liabilities prior thereto for which they alone are responsible. City and Company each expressly assumes all responsibility for the costs and liabilities they may each so incur prior to a Rebate payment date and agree to indemnify and hold each other harmless therefrom.

B. It is recognized and agreed that the ability of the City to perform the obligations described in this Agreement, including but not limited to the Rebate payments, is subject to completion and satisfaction of certain separate city council actions and required legal proceedings relating to the creation of a tax increment financing (TIF) district, including the holding of public hearings on the same. Further, all the obligations of City under this Agreement are subject to fulfillment, on or before each Rebate payment date, of each of the following conditions precedent:

(i) The representations and warranties made by Company in Section 15 shall be true and correct as of the Rebate disbursement date with the same force and effect as if made at such date.

(ii) Company shall be in material compliance with all the terms and provisions of this Agreement.

(iii) There has not been, as of the Rebate disbursement date, a substantial change for the worse in the financial resources and ability of Company, or a substantial decrease in the financing commitments secured by Company for construction of the Improvements, which change(s) makes it likely, in the reasonable judgment of the City, that Company will be unable to fulfill its covenants and obligations under this Agreement.

14. **Representations and Warranties of City.** City hereby represents and warrants as follows:

A. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

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

A. Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

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

C. Company has full right, title, and authority to execute and perform this Agreement and to consummate all of the transactions contemplated herein, and each person who executes and delivers this Agreement and all documents to be delivered to City hereunder is and shall be authorized to do so on behalf of Company.

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

E. Assuming due authorization, execution and delivery by the other parties hereto, this Agreement is in full force and effect and is a valid and legally binding instrument of Company that is enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

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

16. **Indemnification and Releases.**

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

B. Except for any willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the

indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) the acquisition and condition of the Project Property and the construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the Project Property, but only to the extent such liability has not been previously transferred to and accepted by the City in writing.

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

17. **Obligations Contingent.** Each and every obligation of City under this Agreement is expressly made subject to and contingent upon City's completion of all procedures, hearings and approvals deemed necessary by City or its legal counsel for amendment of the urban renewal plan applicable to the Property and/or project area, all of which must be completed within 180 days from the date this Agreement is approved by the City council. If such completion does not occur, then any conveyance, benefit or incentive of any type provided by City hereunder within said 180-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same, or failing such restoration Company agrees to be liable for same or for the fair value thereof, plus interest on any sums owing at the rate of 5% per annum commencing with the date of demand for payment, if said payment is not remitted to City within 30 days.

18. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Project Property prior to completion of the Project, whether in whole or in part, to any other person or entity without the prior written consent of City. Reasonable grounds for the City to withhold its consent shall include but are not limited to the inability of the proposed transferee to demonstrate to the City's satisfaction that it has the financial ability to observe all of the terms to be performed by Company under this Agreement.

19. **Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean any one or more of the following events that continues beyond any applicable cure periods:

A. Failure by Company to cause the construction of the Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

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

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

D. Failure by any party hereto to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or an MAA;

E. Company (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (4) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of Company as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Company, or part thereof, shall be appointed in any proceedings brought against Company and shall not be discharged within ninety (90) days after such appointment, or if Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to any of Project Property.

F. Any representation or warranty made by Company in this Agreement, or made by Company in any written statement or certificate furnished by Company pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

20. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may terminate this Agreement. Before exercising such remedy, City shall give 30 days' written notice to Company of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 30 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Upon termination, City may exercise any and all remedies available at law, equity, contract or otherwise for recovery of any sums paid by City to Company before the date of termination or to recover ownership of the Project Property or portion thereof as set forth in this Agreement.

B. Default by City. Whenever any Event of Default in respect of Company occurs and is continuing, Company may take such action against City to require it to specifically perform its obligations hereunder. Before exercising

such remedy, Company shall give 30 days' written notice to City of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within 30 days and City shall not have provided assurances reasonably satisfactory to the Company that the Event of Default will be cured as soon as reasonably possible.

C. Remedies under this Agreement shall be cumulative and in addition to any other right or remedy given under this Agreement or existing at law or in equity or by statute. Waiver as to any particular default, or delay or omission in exercising any right or power accruing upon any default, shall not be construed as a waiver of any other or any subsequent default and shall not impair any such right or power.

21. **Materiality of Company's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

22. **Performance by City.** Company acknowledges and agrees that all of the obligations of City under this Agreement shall be subject to, and performed by City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with City's lawful authority. All covenants, stipulations, promises, agreements and obligations of City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any governing body member, officer, employee or agent of City in the individual capacity of such person.

23. **No Third-Party Beneficiaries.** No rights or privileges of any party hereto shall inure to the benefit of any contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, subcontractor, material supplier, or other person or entity shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

24. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, facsimile number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, at 3318 West Airline Highway Waterloo, Iowa 50703 Attention: Managing Member.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, (iii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful. A party may change the address for giving notice by any method set forth in this Section.

25. **No Joint Venture.** Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the City and Company nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

26. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

27. **Severability; Reformation.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

28. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

29. **Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have

been prepared by counsel for one of the parties, it being recognized that the parties hereto and their respective attorneys have contributed substantially and materially to the preparation of each and every provision of this Agreement.

30. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

31. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

32. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

33. **Time of Essence.** Time is of the essence of this Agreement.

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

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

Airline Storage, L.L.C.

By: _____
Jonathan Voigt
Managing Member

PERSONAL GUARANTY. The undersigned members and/or managers of Company hereby agree for themselves and their heirs, personal representatives, and assigns, to unconditionally guarantee to City, its successors and assigns, the full and prompt performance by Company, its successors and assigns, of all promises and covenants on the part of Company to be performed pursuant to the foregoing Agreement, including but not limited to the duties of indemnity set forth therein, if any. Liability of guarantors hereunder is joint and several.

_____
Kelly Cunningham

_____
Jonathan Voigt

EXHIBIT "A"

Legal Description of Project Property

Phase 1 Property: Parcel being platted as Lot 1 of West Port, City of Waterloo, Black Hawk County, Iowa.

Phase 2 Property: Parcel being platted as Lot 2 of West Port, City of Waterloo, Black Hawk County, Iowa.

EXHIBIT "B"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of May 23rd, 2022, by and among the CITY OF WATERLOO, IOWA ("City"), Airline Storage, L.L.C. ("Company"), and the COUNTY ASSESSOR of the City of Waterloo, Iowa ("Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Company have entered into a development agreement (the "Development Agreement") regarding certain real property, described in Exhibit "A" thereto, (the "Property") located in the City; and

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Company will undertake the development of an area ("Project") within the City and within the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Airport Area Development Plan Area; and

WHEREAS, pursuant to Iowa Code § 403.6, as amended, the City and the Company desire to establish a minimum actual value for the land and the building(s) pursuant to this Agreement and applicable only to the Project, which shall be effective upon substantial completion of the Project and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum actual value of the land and buildings as to the Project only; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the improvements (the "Improvements") which the parties contemplate will be erected as a part of the Project.

NOW, THEREFORE, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Improvements by the Company, the minimum actual taxable value which shall be fixed for assessment purposes for the land and Improvements to be constructed thereon by the Company as a part of the Project shall not be less than $710,000.00 (the "Minimum Actual Value") until termination of this Agreement. The parties hereto agree that construction of the Improvements will be substantially completed on or before the date set forth in the Agreement, but in any event not later than December 31, 2023. If it is not, then the parties agree to execute an amendment to this Agreement that will extend the dates specified in Section 2 below.

2. The Minimum Actual Value herein established shall be of no further force and effect, and this Minimum Assessment Agreement shall terminate, on December 31, 2033. Nothing herein shall be deemed to waive the Company's rights under Iowa Code

§ 403.6, as amended, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall the Company seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement. Nothing herein shall limit the discretion of the Assessor to assign at any time an actual value to the land and Improvements in excess of the Minimum Actual Value.

3. Company agrees that it will not seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute or regulation relating to the taxation of real property included within the Property that is determined by any tax official to be applicable to the Property or to Company, or raise the inapplicability or constitutionality of any such tax statute or regulation as a defense in any proceedings.

4. This Agreement shall be promptly recorded by the City with the Recorder of Black Hawk County, Iowa. The City shall pay all costs of recording.

5. Neither the preambles nor provisions of this Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, including but not limited to future owners of the Project property.

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

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

By: _____
Kelley Felchle, City Clerk

Airline Storage, L.L.C.

By: _____
Jonathan Voigt
Managing Member

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the improvements to be constructed and the market value assigned to the land upon which the improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property subject to the development, upon completion of improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual value assigned to such land, building and equipment upon completion of the development shall not be less than Seven Hundred Ten Thousand Dollars ($710,000.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

_____
Assessor for Black Hawk County, Iowa

_____
Date

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on _____, 2022, by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

_____
Notary Public

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared Quentin M. Hart and Kelley Felchle, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

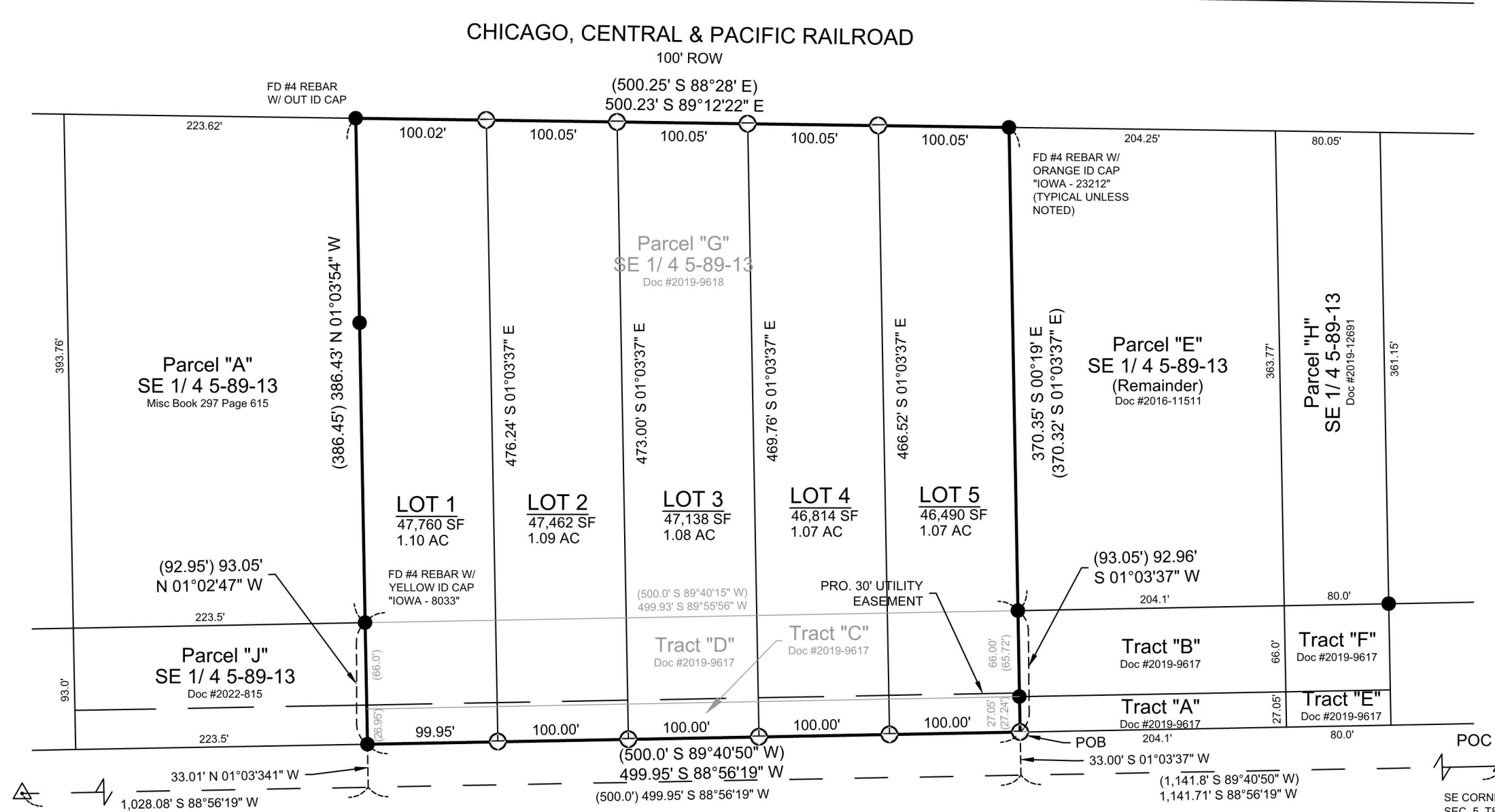
_____
Notary Public

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on May 23rd, 2022, by Jonathan Voigt as Managing Member of Airline Storage, L.L.C.

NOTARIAL SEAL IOWA
ANGEL J COOPER
COMMISSION NO. 779568
MY COMMISSION EXPIRES
7-29-2025

_____
Notary Public


CHICAGO, CENTRAL & PACIFIC RAILROAD
100' ROW
FD #4 REBAR
W/ OUT ID CAP
(500.25' S 88°28' E)
500.23' S 89°12'22" E
223.62'
100.02'
100.05'
100.05'
100.05'
100.05'
204.25'
80.05'
FD #4 REBAR W/
ORANGE ID CAP
"IOWA - 23212"
(TYPICAL UNLESS
NOTED)
Parcel "G"
SE 1/ 4 5-89-13
Doc #2019-9618
393.76'
Parcel "A"
SE 1/ 4 5-89-13
Misc Book 297 Page 615
(386.45') 386.43' N 01°03'54" W
476.24' S 01°03'37" E
473.00' S 01°03'37" E
469.76' S 01°03'37" E
466.52' S 01°03'37" E
370.35' S 00°19' E
(370.32' S 01°03'37" E)
Parcel "E"
SE 1/ 4 5-89-13
(Remainder)
Doc #2016-11511
363.77'
Parcel "H"
SE 1/ 4 5-89-13
Doc #2019-12691
361.15'
LOT 1
47,760 SF
1.10 AC
LOT 2
47,462 SF
1.09 AC
LOT 3
47,138 SF
1.08 AC
LOT 4
46,814 SF
1.07 AC
LOT 5
46,490 SF
1.07 AC
(92.95') 93.05'
N 01°02'47" W
FD #4 REBAR W/
YELLOW ID CAP
"IOWA - 8033"
(500.0' S 89°40'15" W)
499.93' S 89°55'56" W
PRO. 30' UTILITY
EASEMENT
(93.05') 92.96'
S 01°03'37" W
223.5'
204.1'
80.0'
Tract "D"
Doc #2019-9617
Tract "C"
Doc #2019-9617
Tract "B"
Doc #2019-9617
Tract "F"
Doc #2019-9617
Parcel "J"
SE 1/ 4 5-89-13
Doc #2022-815
93.0'
(66.0')
66.00'
(65.72')
66.0'
Tract "A"
Doc #2019-9617
Tract "E"
Doc #2019-9617
27.05'
(27.24')
27.05'
(26.95')
223.5'
99.95'
100.00'
100.00'
100.00'
100.00'
204.1'
80.0'
POB
POC
(500.0' S 89°40'50" W)
499.95' S 88°56'19" W
(500.0') 499.95' S 88°56'19" W
33.01' N 01°03'341" W
1,028.08' S 88°56'19" W
33.00' S 01°03'37" W
(1,141.8' S 89°40'50" W)
1,141.71' S 88°56'19" W
SE CORN
SEC. 5, T8

CITY OF WATERLOO

Council Communication

Reallocation of Unspent Proceeds of the General Obligation Bonds, Series 2018A in an amount not to exceed $25,000.

City Council Meeting: 6/20/2022
Prepared: 6/12/2022

ATTACHMENTS:

	Description	Type
	Council Comm 2018A Reallocation	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING - No comments on file. Motion to close the hearing and receive and file comments. Resolution instituting proceedings to take additional action.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Summary Statement:	I am requesting to modify the hearing authority to add design of a new park to the tax-exempt bonds that were issued in the spring of 2018. This action does not increase the amount of indebtedness.
Expenditure Required/Source of Funds:	Not to exceed $25,000 for the design of a new park using tax-exempt bonds issued in 2018.

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: June 6, 2022
Prepared: June 1, 2022
Dept. Head Signature: Michelle Weidner, Chief Financial Officer

Number of Attachments: None

SUBJECT: 2018A GO Bond Use Reallocation

Submitted by: Michelle Weidner, Chief Financial Officer

Recommended City Council Action:

Reallocation of Unspent Proceeds of the General Obligation Bonds, Series 2018A in an amount not to exceed $25,000.
Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution instituting proceedings to take additional action.

Summary Statement: I am requesting to modify the hearing authority to add design of a new park to the tax-exempt bonds that were issued in the spring of 2018. This action does not increase the amount of indebtedness.

Expenditure Required: Not to exceed $25,000 to provide for the payment of design for a new park.

Source of Funds: Bond funds.

CITY OF WATERLOO

Council Communication

Reallocation of Unspent Proceeds of the General Obligation Bonds, Series 2018B in an amount not to exceed $25,000.

City Council Meeting: 6/20/2022
Prepared: 6/12/2022

ATTACHMENTS:

	Description	Type
	Council Comm 2018B Bond Reallocation	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING - No comments on file. Motion to close the hearing and receive and file comments. Resolution instituting proceedings to take additional action.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Summary Statement:	I am requesting to modify the hearing authority to add authorization for additional funds for the municipal telecom feasibility study using bonds that were issued in the spring of 2018. This action does not increase the amount of indebtedness.
Expenditure Required/Source of Funds:	Not to exceed $25,000 in taxable bond proceeds to provide for the payment of additional services relating to a municipal telecom feasibility study.

CITY OF WATERLOO, IOWA

CITY CLERK AND FINANCE DEPARTMENT

KELLEY FELCHLE • *City Clerk* MICHELLE WEIDNER, CPA • *Chief Financial Officer*

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: June 6, 2022
Prepared: June 1, 2022
Dept. Head Signature: Michelle Weidner, Chief Financial Officer

Number of Attachments: None

SUBJECT: 2018B GO Bond Use Reallocation

Submitted by: Michelle Weidner, Chief Financial Officer

Recommended City Council Action:

Reallocation of Unspent Proceeds of the General Obligation Bonds, Series 2018B in an amount not to exceed $25,000.
Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution instituting proceedings to take additional action.

Summary Statement: I am requesting to modify the hearing authority to add authorization for additional funds for the municipal telecom feasibility study using bonds that were issued in the spring of 2018. This action does not increase the amount of indebtedness.

Expenditure Required: Not to exceed $25,000 to provide for the payment of additional services relating to a municipal telecom feasibility study.

Source of Funds: Bond funds.

CITY OF WATERLOO

Council Communication

Request to fulfill Level II Police Body Armor needs.

City Council Meeting: 6/20/2022
Prepared: 8/5/2022

ATTACHMENTS:

	Description	Type
	Bid	Backup Material
	Bid Tab	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING-No comments on file. Motion to close hearing and receive and file oral and written comments. Resolution confirming approval of bid documents, specifications, form of contract, estimate of cost, etc., and authorizing to proceed. Motion to receive and file and instruct the City Clerk to read bids. Resolution approving award of contract to CCG Safety Gear, of Olathe, KS, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Captain Aaron P. McClelland
Recommended Action:	Approve bids and authorize the Police Department to fulfill the Level II Police soft Ballistic Body Armor needs.
Summary Statement:	This bid process will be a 5 year contract to replace old expired ballistic vest with new Level II soft Ballistic Body Armor for every Police Officer over the 5 years period and is matched with federal grant funds.
Neighborhood Impact:	This is an ongoing project every year. In the spring of 2015 Officers from the Waterloo Police Department formed a committee which was made up of various members of the department, male/female of varying experience and size developed the specifications needed for the vest. This bidding process will be for a 5 year contract to replace Officers Ballistic Vest as they expire with all Officers vest being replaced in that time frame. A federal grant pays 50 percent of the cost of each vest.
Data/Analysis and Strategies:	None
Implementation, Accountability, and Communication:	General Obligation Bonds and Federal Grant Funds.
Expenditure Required/Source of Funds:	Yes
Alternative:	Not purchasing this equipment would put our Police Officers in danger with out dated expired vest.



CITY OF WATERLOO
CITY CLERK'S OFFICE
JUN 8 2022 PM1:30:44

RT 593 1 A
FZ 592 16:30 9560
06.08

TO REUSE: Mark through all previous shipping labels and barcodes.

ORIGIN ID:IXDA (913) 522-5865
MICHAEL GARNER

15629 S RENE

OLATHE, KS 66062
UNITED STATES US

SHIP DATE: 06JUN22
ACTWGT: 0.70 LB
CAD: 6997050/SSF02321

BILL CREDIT CARD

Part # 156297-435 RRD03 EXP 03/23

TO CITY OF WATERLOO
ATTN: CITY CLERK OFFICE
715 MULBERRY ST

WATERLOO IA 50703
(319) 291-4340 X 3232 REF:
INV: DEPT:
PO:

FedEx Express

WED - 08 JUN 4:30P
** 2DAY **

TRK# 0201 2740 0060 9560

ST ALOA

50703
IA-US CID

Reusable P

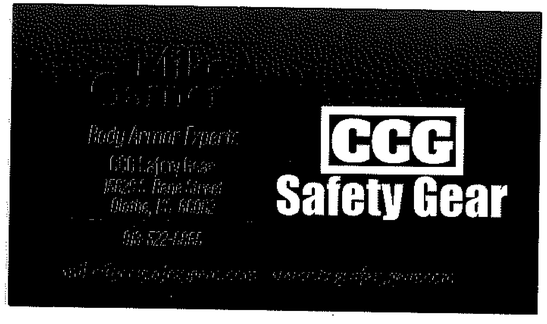
REF: FY 23 Bid Proposal
for Body Armor
Due: June 9th 1:00 pm
Attn: City Clerk Office

CCG Safety Group
15629 S. Kane St.
Olathe, KS 66062
913-522-5865

City of Waterloo
City Clerks Office
715 Mulberry Street
Waterloo, IA 50703

REF: FY 23 Bid Proposal for
Body Armor

Due: June 9th at 1:00 pm


Body Armor Experts
CCG
Safety Gear

BID PROPOSAL
SOFT BODY ARMOR
CITY OF WATERLOO, IOWA
POLICE DEPARTMENT FY23

The undersigned being a corporation under the laws of the State of Kansas; a partnership consisting of the following partners:

_____, or an individual doing business as CCG Safety Gear, being familiar with the specifications affecting the cost of this commodity, hereby offers to furnish said commodity to the City of Waterloo, Police Department, 715 Mulberry Street, Waterloo, Iowa, 50703.

SUBMISSION OF BIDS

Sealed bid proposals will be received by the City of Waterloo, City Clerk's Office, 715 Mulberry Street, Waterloo, Iowa, 50703, until 1:00 P.M. on the 9th day of June, 2022. Any bid submitted after the specified time shall be rejected.

SPECIFICATIONS

The bidders proposes to deliver F.O.B. to the City of Waterloo Police Department, 715 Mulberry Street, Waterloo, Iowa, 50703, the below specified items after notification that he/she is the successful bidder by issuance of a purchase order mailed, telegraphed, or delivered to the undersigned vendor, accompanied by a copy of this proposal bearing the City Clerk/Auditor's signature.

See attached specifications for Level II Soft Body Armor.

List any deviations from the specifications included herein:
* Bid per Spec with Slate Solutions product @

Any and all warranty information or provisions shall be in writing and submitted with the bid proposal. Failure to submit warranty information may warrant rejection of the bid. The bidder shall have, on a separate sheet, the terms of this warranty. By attachment, the Term of the Warranty becomes part of this bid.

The seller and or manufacturer must have $20,000,000.00 Product Liability Insurance for each occurrence of bodily injury and each

occurrence of property damage. (Submit a certified copy of insurance coverage with bid.)

Bidders shall provide the City of Waterloo, in writing, with any and all deviations from the attached specifications. The bidder shall specify any deviations that he/she proposes from the above specifications in the same sequence as stated in said specifications. By attachment, the listed deviations become part of this bid. Any questions regarding the equipment or specifications should be directed to Training Officer Wilson at 319-291-4340 ext 5598 / wilsont@waterloopolice.com

GENERAL REQUIREMENTS FOR SUBMISSION OF BIDS

All bids must be submitted to the City Clerk/Auditor's Office in a sealed envelope clearly marked as follows:

"BID PROPOSAL FOR BODY ARMOR"

The name of the business submitting the bid must be clearly marked on the envelope.

All bids must be meet or exceed minimum specifications as previously defined. Bids that do not meet or exceed the minimum specifications, as determined by the City, shall be rejected.

The vendor bid prices shall include all shipping costs. The city is tax exempt from federal excise and state taxes. Taxes should be excluded from the bid cost.

All bid prices, upon submission by the bidder, are recognized by the City and vendor to be irrevocable for five years commencing from the deadline date for bids to be received by the City of Waterloo, Iowa.

Standard procedures dictate that the City of Waterloo will accept the lowest responsible bid. However, the bidder understands that the City reserves the right to reject any bid that is either considered not to be responsible or not most advantages to the City. The City will award the contract to the responsible bidder whose bids meets or exceeds minimum specifications.

The City of Waterloo, Iowa, reserves the right to reject any and all bids, or any and all parts of a bid.

Upon acceptance of the bid, a purchase order mailed, telegraphed or delivered to the undersigned vendor which is accompanied by a

copy of this proposal bearing the City Clerk/Auditor's signature shall constitute acceptance of the bid and, therefore, be a legal and binding agreement.

If applicable, the bidder guarantees that title conveyed shall be good and goods shall be delivered free from security interest or other lien or encumbrances of which the City at the time of purchase had no knowledge.

OPENING AND ACCEPTANCE OF BIDS

Sealed bid proposals will be opened and read at 1:00 P.M. on the 9th day of June, at Waterloo City Hall located at 715 Mulberry Street, Waterloo, Iowa, and all bidders understand that they may be in attendance at the bid opening. Bids will be acted upon at that time or at a later time, which shall then be established.

CANCELLATION

The successful bidder understands that the City of Waterloo shall cancel this agreement within thirty days' notice, if the City has knowledge that all conditions as stated in this bid proposal have not been fulfilled.

PAYMENT PROCEDURES

A Lump sum payment shall be made by the City of Waterloo, Police Department, 715 Mulberry Street, Waterloo, Iowa, 50703, within thirty days of receipt of billing from the vendor and acceptance of commodity by the City.

This bidder, having read this document, hereby acknowledges that bid proposal completely reflects the total bid as contained herein.

By MIKE GARNER

Title Owner

Date 6-6-2022

ATTEST: _____, City Clerk/Auditor

Date _____

Proof Of Insurance Coverage

Company Name: CCG Safety Gear

Address: 15629 S. Rene Street - Olathe, KS 66062

Telephone: 913-522-5865

Policy Number: N/A - see attached Insurance From State Solutions

*Attach Certified Copy if Insurance Coverage

BID SHEET
SOFT BODY ARMOR
CITY OF WATERLOO, IOWA
POLICE DEPARTMENT

The bidder, CCG Safety Gear, proposes to meet or exceed the published specifications for the below quoted price.

1. Brand/Model# State Solutions / SBS Level IIA

2. Bid Price per Unit: $927.00 (2022 - 2023)*

   Bid Price per Unit: $953.00 (2024)*

   Bid Price per Unit: $961.00 (2025)*

   Bid Price per Unit: $980.00 (2026)*

* Bids will be good from the date of acceptance by the Waterloo Police Department through the same date of the following year as indicated.

* See attached Estimate # 1103 for details of product & pricing

CCG Safety Gear LLC
15629 South Rene Street
Olathe, KS 66062 US
+1 9135225865
admin@ccgsafetygear.com

Estimate 1103

ADDRESS
Troy Wilson
Waterloo Police Department
715 Mulberry Street
Waterloo, IA 50703

SHIP TO
Troy Wilson
Waterloo Police Department
715 Mulberry Street
Waterloo, IA 50703

DATE
06/06/2022

TOTAL
$927.00

EXPIRATION DATE
06/06/2023

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Body Armor Package: per Officer			
SLSII-GENIIBLK2-5x8BOLT1	SLS Level II with (2) GEN II Carrier and (1) 5x8 Bolt Plate - Delta Cut - color: Black	1	635.00	635.00
TOCZIPPER-LAPD	TOC Front Zipper Molle Carrier - Delta Cut - color: LAPD	1	260.00	260.00
VELCRO-ID-PANEL-3SET	Velcro ID Panel - set of 3	1	32.00	32.00

Bid Price Extensions:

2022 to 2023* = $927.00 (as seen on this Estimate)

2024* = $953.00

2025* = $961.00

2026* = $980.00

Note:
1. Freight is FREE
2. All prices are the same for Male and Female ballistic cuts
3. Color of Carriers can be Black or LAPD
4. TOC Front Zipper Carrier in Slick (no Molle) will be $10.00 less than the price of TOC Front Zipper with Molle

SUBTOTAL	927.00
TAX	0.00
TOTAL	$927.00

SPECIFICATIONS
For Purchase of Level II Ballistic Body Armor

1. SCOPE

The product specification details the style and quality of concealable soft body armor vests intended for use by male or female members. The vest and shell may be worn comfortably while being concealed under a shirt. All vests shall provide protection against labeled projectile penetration while reducing resultant blunt trauma and vest distortion to acceptable levels. The successful vendor shall be required to supply the individual vests with applicable options as ordered for male and female personnel.

Where the apparent bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the Waterloo Police Department. Evidence of equivalency shall be presented for each requirement of this specification, and the burden of such equivalency is entirely on the vendor. Any bidder may be required, at any time during the procurement process, to provide documentation proving compliance with any or all terms of this specification.

Only body armor models, which have been tested by the National Institute of Justice (NIJ) and found, to comply with the requirements of NIJ Standard 0101.06 Ballistic Resistance of Body Armor, for Type II male and female armor, shall be submitted under this specification. No exceptions.

Bids with multiple models as alternates that are not Type II, will be rejected.

2. SILENCE OF SPECIFICATIONS

Commercially accepted practices shall apply to any detail not covered in this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing and submitted with the bid.

3. APPLICABLE DOCUMENTS

The following list of standards and specifications in effect on the date of this solicitation shall form a part of this specification.

1. National Institute of Justice, Standard NU-STD-0101.06 Ballistic Resistance of Body Armor

4. PURCHASE REQUIREMENTS

The successful bidder must be a recognized vendor, which maintains a convenient location for measurement, fitting and service during regular business hours (7 AM – 5 PM), Monday through Friday. Any vendor from outside the region or any manufacturers which bid direct must include a service proposal as to how measuring, modifications, and customer service will be provided without local distribution. Bids from vendor from outside the region or manufacturers bidding direct which do not contain a detailed service proposal will be rejected.

5. SPECIFIC QUANTITY

The Waterloo Police Department retains the right to determine quantity per contract. A minimum of 75 vests purchased is projected within the next three years and an estimated 140 over the next five years. Of those over the next three years, a minimum of 18 is projected to be female vests. The Waterloo Police Department retains the right to adjust the total quantity, while maintaining the accepted bid price, without notification to the vendor. The term of the contract will be five years.

6. DESIGN REQUIREMENT'S

The use of soft body armor detailed herein is intended to be standard issue armor. It is intended for routine daily wear.

The soft body armor shall be designed to provide:

1. NIJ certified armor, Threat Level II;
2. A high degree of concealment and comfort;
3. A minimum restriction of motion or mobility;
4. Optional carriers to allow for laundering and color changes;
5. Protection against the labeled projectiles in accordance with NIJ Standard 0101.06.

7. GENERAL DESIGN

The ballistic panels of soft body armor meeting these specifications shall be designed of regular daily wear. Therefore, vest shall be designed and constructed to provide (1) NIJ-certified armor, Level II, (2) durability, (3) ease of cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of ballistic coverage consistent with comfort and concealment.

The general configuration shall be the slipover vest type that covers the majority of the upper torso, including side coverage. A minimum of four point 2" elastic straps OR two point 4" elastic straps with hook and pile and/or velcro fasteners shall provide positioning and comfort. The entire vest perimeter shall free from inferior workmanship, such as wrinkles, blisters, cracks or fabric tears, fraying, crazing or chipped or sharp corners and edges.

The front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain conceal ability when wearing an open collar shirt, extend to the waist belt and extend around the sides to provide side protection. The biceps/chest region shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of motor vehicles.

The rear ballistic panel shall cover the back of the torso from just above the shoulder blades down to a position above the waist belt. And having side coverage on the sides of the torso from both the panels

Female models shall be designed specifically for the female torso and shall have allowances for the bust configuration.

Each piece of soft body armor shall include the following minimum:

1. One (**1**) set of ballistic panels
2. Two (**1**) complete washable under uniform (inner) carrier – detailed below
3. One (**1**) complete washable outside the uniform (outer) carrier – detailed below
4. One (**1**) Trauma Reduction System inserts.
   NIJ accepted trauma plate. The trauma reduction insert shall be 5" x 8" in size.
4. Straps of elastic consisting of either 4 point - 2" straps OR 2 point- 4" straps at the waist and adjustable shoulder straps, supporting and securing the armor garment to the user.

9. BALLISTIC PANEL MATERIAL

The materials shall be new, unused and without flaws that affect appearance, durability and function. The ballistic panels shall be constructed of any of the following materials, or a matrix of materials, Gold Flex, Gold Shield Spectra, Shield Plus High Performance, Quadralink woven Kevlar, Kevlar, Protera, Twaron, Dyneema, Aramid or approved equal. Any bids which represent products manufactured from other material will be required to accompany NIJ standard document approving such material or it shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured of a combination of 100 percent from any or all of the above materials.

10. PANEL CONSTRUCTION

The ballistic panels shall be constructed of the listed material in section 9. All submitted vests shall represent armor, which in layer count, that is uniform throughout the ballistic panel. Accordingly, any ballistic panel that is not uniform in layer count throughout the entire ballistic package shall be rejected.

It is the intent of the Waterloo Police Department to procure the lightest weight, best performing, personal armor available in ratio to Areal density.

11. BALLISTIC PANEL PERFORMANCE

V50 performance

Each bidder shall submit V50 test report for the vest being offered. The V50 test shall be performed in accordance with NIJ standards 0101.06. The test shall be against clay backing. V50 reports which represent testing without clay backing shall be rejected. Vendor shall provide written certification that all V50 testing is accomplished with clay backing. Failure to provide certification shall be cause for rejection.

Test reports submitted by the bidder shall reflect the following minimum test results for a 14.2 oz. (.92 lbs.) per square foot test sample.

Bullet	
357 mag.	**9mm**

V50	V50
1605 ft/s	1617 ft/s

Bid submissions, which do not include required V50 reports shall be rejected.

Relative performance index (RPI)
It has been determined that the relative strength to weight ratio of a ballistic design is important in determining its comfort/performance characteristics. The strength to weight ratio is calculated by dividing the area weight (pounds per square foot) into the performance V50 value. A high strength to weight ratio or **Relative Performance Index (RPI)** indicates a high degree of comfort and performance.

12. TRAUMA PERFORMANCE (BFS)

Blunt trauma reduction is an important aspect of armor design. Low back face signature (BFS) should result in reduced blunt trauma injury. Therefore, the back face signature (BFS) results of the NIJ 1010.06 certification test reports shall reflect BFS no higher:

Bullet	**9mm**	**357mag.**
Male avg. wet and dry testing	34.4mm	37.50 mm
Female avg. wet and dry testing	30.9mm	34.50 mm

Bid submissions, which do not meet this requirement will be rejected.

13. LABELING

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life or the armor or carrier. All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ standard 0101.06. The ballistic panel labeling shall include, but not be limited to the following:

1. Name / Logo or other Identification of the manufacturer
2. Level of protection and NIJ-STD-0101.06
3. ID number and Model designation
4. Date of Manufacture
5. Date of Issue
6. Size
7. Serial Number
8. Manufacture Location
9. Care Instruction
10. Warranty Period

14. BALLISTIC PANEL COVER MATERIAL

The department recognizes the importance of protecting the ballistic panels from exposure to the environmental elements. Therefore the ballistic cover material must be a heat sealed process to prevent moisture intrusion at the seams. This department will only consider armor that incorporates the ballistic panel barrier system. The barrier system

must exhibit a high degree of water repellency and resistance to moisture vapor transmission. The interior of the barrier system will incorporate an all weather laminate type technology to further enhance resistance to moisture migration and moisture vapor transmission. The ballistic panels must meet the requirements set forth in the NIJ Standards 0101.06.

15. VEST (Inner) CARRIER MATERIAL

Removable Carrier poly/cotton or approved equal. The machine washable carrier shall be removable from the ballistic panel for laundering. The percent of moisture regain must be less than one percent into fiber and must have high moisture transport properties. Fabric must be capable of releasing moisture without adsorption, allowing for high evaporative cooling and faster drying, resulting in a less clammy feel to wearer. Moisture transmitted must not inhibit breath ability.

Carrier shall be manufactured from a dimensionally stable first quality material with less than five percent shrinkage. All fabrics shall have no visible fabric or color flaws.

Carrier shall come with three (3) fully adjustable sets of straps. The first set shall consist of two (2) neoprene shoulder straps. The second/third sets consists of four (4) 2" waist straps OR two (2) 4" waist strap. Carrier shall contain an internal soft armor suspension system, a 5"x8" front plate pocket.

The interior carrier must be uniformly LAPD Blue or Black in color and warranty guaranteed no less than 18 months.

16. VEST (Outer) COVER MATERIAL

Removable Carrier heavy duty nylon shell or approved equal. The machine washable carrier shall be removable from the ballistic panels for laundering. The outer cover will be a covert patrol vest with front zip – side opening, which allows the department to order a customized option of:

1. Three (3) lower straps of the MOLLE system
   Three (3) basic MOLLE pouches, (covered double magazine / covered handcuff / covered mace)
   Front and rear pockets for trauma inserts
   Two (2) chest pockets
   Adjustable shoulders with mic tabs
   Two (2) hidden ID tags and badge tab attachments

OR

2 Two (2) lower pocket slicked out system
Front and rear pockets for trauma inserts
Two (2) chest pockets
Adjustable shoulders with mic tabs
Two (2) hidden ID tags and badge tab attachments

The Outer Cover Carrier must be uniformly LAPD Blue and warranty guaranteed for no less than 18 months.

17. TRAUMA REDUCTION SYSTEM INSERT

A 5"x8" ballistic insert shall be submitted within the bid specifications, The ballistic insert shall be no less than 0.26 lbs. in weight and no less than 0.19 lbs. in thinness.

18. QUALITY CONTROL

The manufacturer must maintain an ANSI/ISO/ASQ Q9001-2008 certification quality program. The documentation quality control system must be designed to insure the integrity and quality of the manufactured product. The quality control system shall control all manufacturing processes and incoming raw materials. The manufacturer must have the capability of performing testing in accordance with MIL-STD-662F and NIJ Standard 0101.06.

Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system.
All incoming ballistic material shall undergo V50 ballistic lot test in accordance with MIL-STD-662F with the exception of using clay backing conditioned in accordance with the requirements of NIJ 0101.06

Every vest panel manufactured shall be inspected for material defects and proper ply counts. Every vest panel manufactured shall be subsequently inspected for proper ballistic panel stitching. Covers and accessories shall be inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

In addition, each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the customer's order.

A copy of the Certificate of Accreditation, as well as the manufacturers quality control program, must be submitted with bid documents.

19. SERIAL NUMBERS

Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally, the soft body armor material number shall be traceable to an incoming material lot test and ballistic panel lay-up lot test.

The vendor must submit documentation demonstrating the manufacturer's ability to trace serialization. Failure to submit such documentation shall be cause for rejection.

20. LOT TESTING

All incoming ballistic material shall undergo V50 ballistic lot testing in accordance with MIL-STD-662F except that the test will be conducted on clay backing which meets the requirements of NIJ Standard 0101.06 for backing material.

21. MEASUREMENT AND FITTING

Custom Measuring

Unless otherwise stated, individual measurements will be taken of each user. Each delivered vest shall fit in accordance with the following guidelines:

1. The side edges of the front and back ballistic panels shall be fit so that they meet or overlap during the initial custom fitting.

2. The bottom edge of the front and back ballistic panel shall be within one inch of the highest waist belt measurement when the wearer is in a relaxed seated position for front and standing position for back.

3. The selected shall have a manufacturer armor-sizing program that utilitzes certified factory representatives and/or distribution-trained personnel to properly size armor. Those bidders without a certified sizing program shall be rejected.

22. FIT AND ALTERATION POLICY

The manufacturer shall provide all required alterations of more than one inch within 60 days after original shipment of the product at no charge. Adjustments of an inch or less than an inch can be accomplished by utilizing the adjustable strap feature on the vest.

23. PRODUCT LIABILITY INSURANCE

Vest manufacturer shall agree to provide a minimum of $20,000,000 product liability insurance coverage on delivered vests.

24. WARRANTY

Ballistic Panels: For five (5) years after date of purchase the manufacturer warrants the ballistic panels against defects in material and workmanship.

Removable Covers: Removable machine-washable covers shall be fully warranted for a minimum of twelve (12) months after the date of purchase against any defects in the material and/or workmanship.

25. PACKAGING

All body armor shall be packaged and shipped consistent with good commercial practices.

Plastic Bags: Each set of armor, along with its optional equipment, shall be placed in an individual plastic bag with warranty cards.

Shipping Cartons: The soft body armor shall be packed into a suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor. Each carton will have on the end of the box, the serial number of the front and back panels.

26. FINANCIAL DATA

All vendors are required to provide a certified financial statement for 2020, which represents the manufacturer(s) of which they are bidding. Failure to provide a certified financial statement shall be cause for rejection.

27. DOCUMENTATION

The following documents, certifications, test-reports and samples must be included with the vendors bid or during the demonstration date which proceeds the bid. Failure to submit the following shall be cause for rejection.

1. Models must be clearly identified and shall include the following;
    a. Full product description
    b. Complete bid sample, male and female
    c. Drawing and/or photographs
    d. Technical specifications
2. Manufacturers bidding direct or vendors from outside the district must include a service proposal as to how measuring, alterations and customer service will be maintained without local distribution.
3. NIJ 0101.06 Certification and test reports, for both male and female vests, from an accredited laboratory for the vest being certified.
4. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing.
5. Chemical test reports
6. Documentation demonstrating the ability to trace serial numbers.
7. The layer count of the vest must be uniform throughout the entire ballistic package. If not, test reports must be submitted for the vest utilizing the least amount of layers.
8. Quality Control Procedures specified in item #16.
9. Product Liability Insurance
10. Documentation stating a five-year ballistic package warranty
11. Certified Financial from 2013.

CCG Safety Gear

15629 South Rene Street

Olathe, KS 66062

June 6th, 2022

REF: FY 23 Bid Proposal for Body Armor – Service Proposal

Capt. McClelland and Officer Wilson,

CCG Safety Gear is located in Kansas City but servicing your Body Armor Contract will not be an issue:

- All forms of communication (email, text and phone call) will be answered within the same day of contact by the Department.
- All Body Armor Sizing and Alterations will be performed within one week of initial contact by the Department.

Along with CCG Safety Gear, the representative for Slate Solutions lives in Kansas City and help us perform any of the duties to service your Body Armor Contract.

Let us know if you need any further details on servicing your Body Armor Contract.

Thanks,

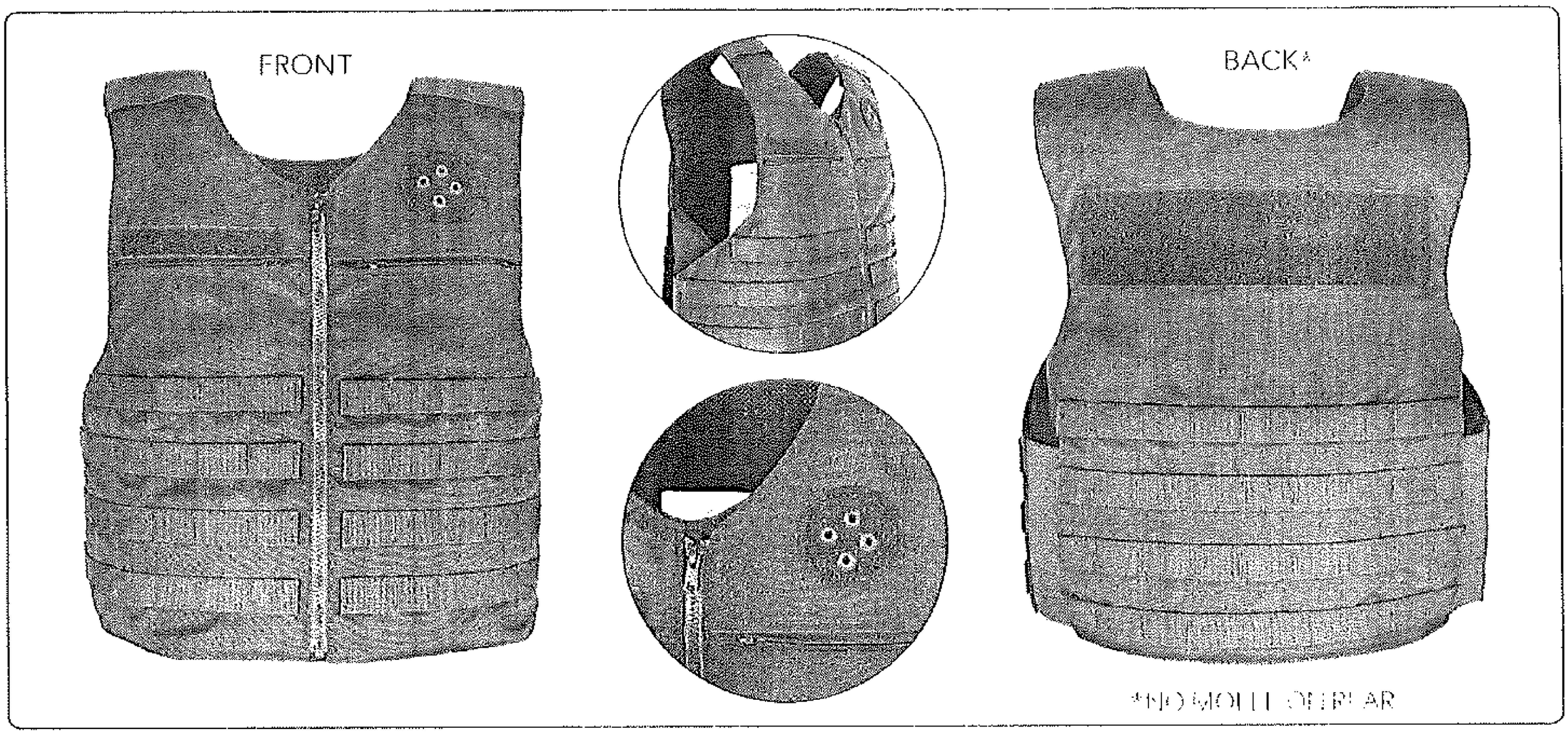
Mike Garner

CCG Safety Gear

mike@ccgsafetygear.com

913-522-5865

TOC Series Outer Carrier



Features

- Front zipper, side opening design
- Made with durable 500 denier outer shell material
- Spacer mesh liner for cooling and comfort
- MOLLE webbing (front only)
- Adjustable hidden shoulders on both left and right side
- Mic tabs on left and right shoulder
- ID badge left side & Zipper Cover
- Name ID Loop 1" x 5" on right & left side
- Internal chest pockets for larger items including cell phones
- Dual side straps for adjustment on each side
- Internal removable belly band
- Front and back plate pockets with external access

Available Sizes

- Custom Sizes
- XS – 5XL

Options

- Full MOLLE (MOLLE on Upper Chest)
- Slick Version (no MOLLE)
- ID Panels
- Reinforced drag handle

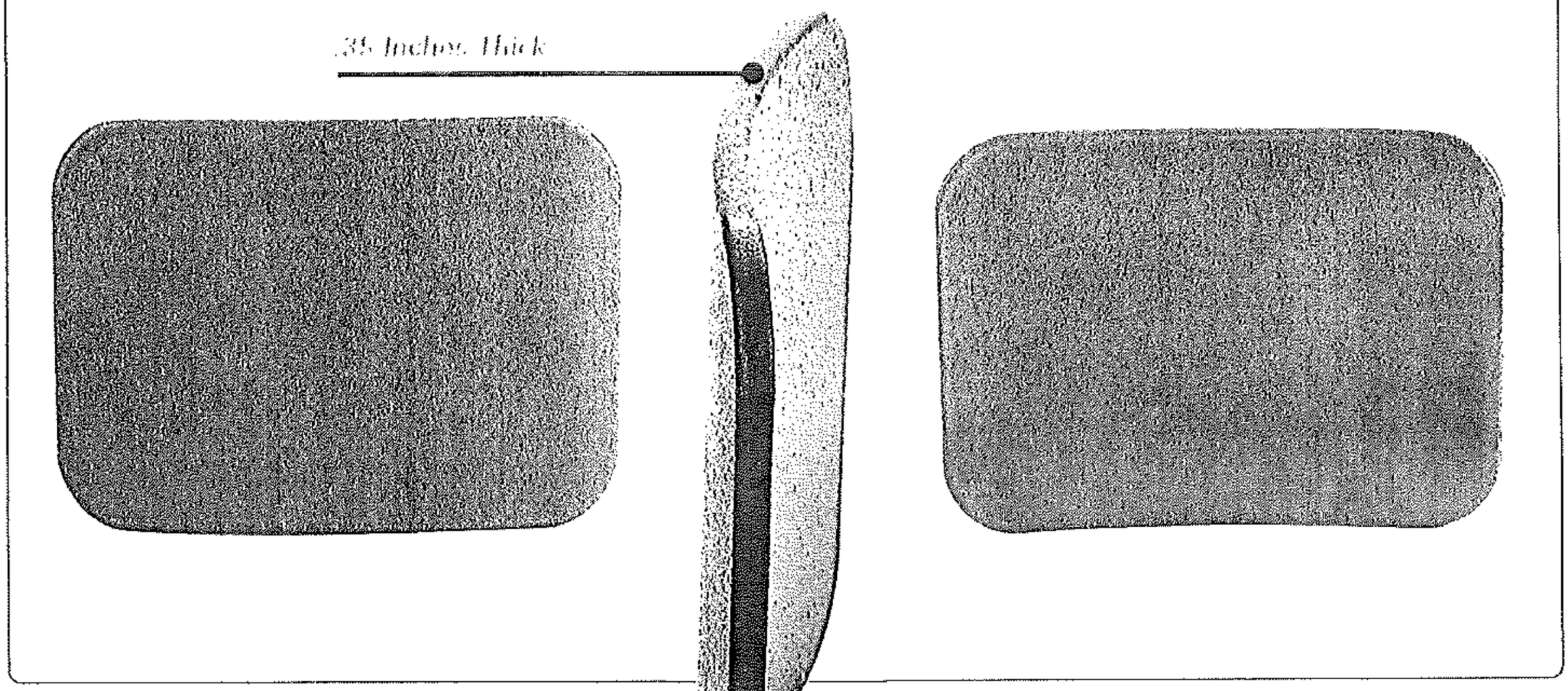
Available Colors

Black | Navy | LAPD Navy | Ranger Green | Wolf Gray | Coyote

SLATE SOLUTIONS
7060 W. State Road 84, Suite 12, Davie, FL 33317
info@SlateSolutions.com | SlateSolutions.com
754.200.6752

SS BOLT PLATE IIIA

BOLT plates are the ultimate in lightweight armor protection against special threat rounds. Designed to be worn in the chest pocket of our vests.



Features

- Threat Level: IIIA STAND-ALONE
- 100% Polyethylene Construction
- Lightweight
- Ulta-Thin

Special Threats

- 5.7mm x 28MM, 27gr. (SS195)
- 5.7mm x 28MM 40gr. (HORNADY BLUE TIP)
- .357 SIG 115gr. (JHP)
- .357 SIG 125gr. (GDHP)
- 9mm FIOCCHI 115gr. FMJ
- 9mm WINCHESTER RANGER 127gr. (SXT)
- .40 CAL 95gr. (HP)
- STEEL JACKET:

  7.62mm x 25mm TOKAREV NORINCO 85gr. FMJ

  7.62mm x 25mm TOKAREV FOREIGN 85gr. FMJ

  7.62mm x 25mm TOKAREV S&B 85gr. FMJ

Available Sizes

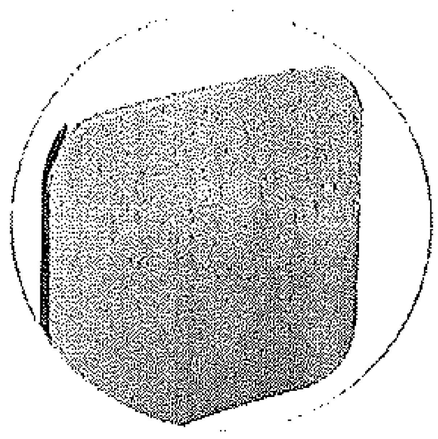
5"x 8", 6"x 8", 7"x 9", 8"x 10", 10"x 12"

Weight

.45 - 2.00 lbs.

Thickness

- .35"



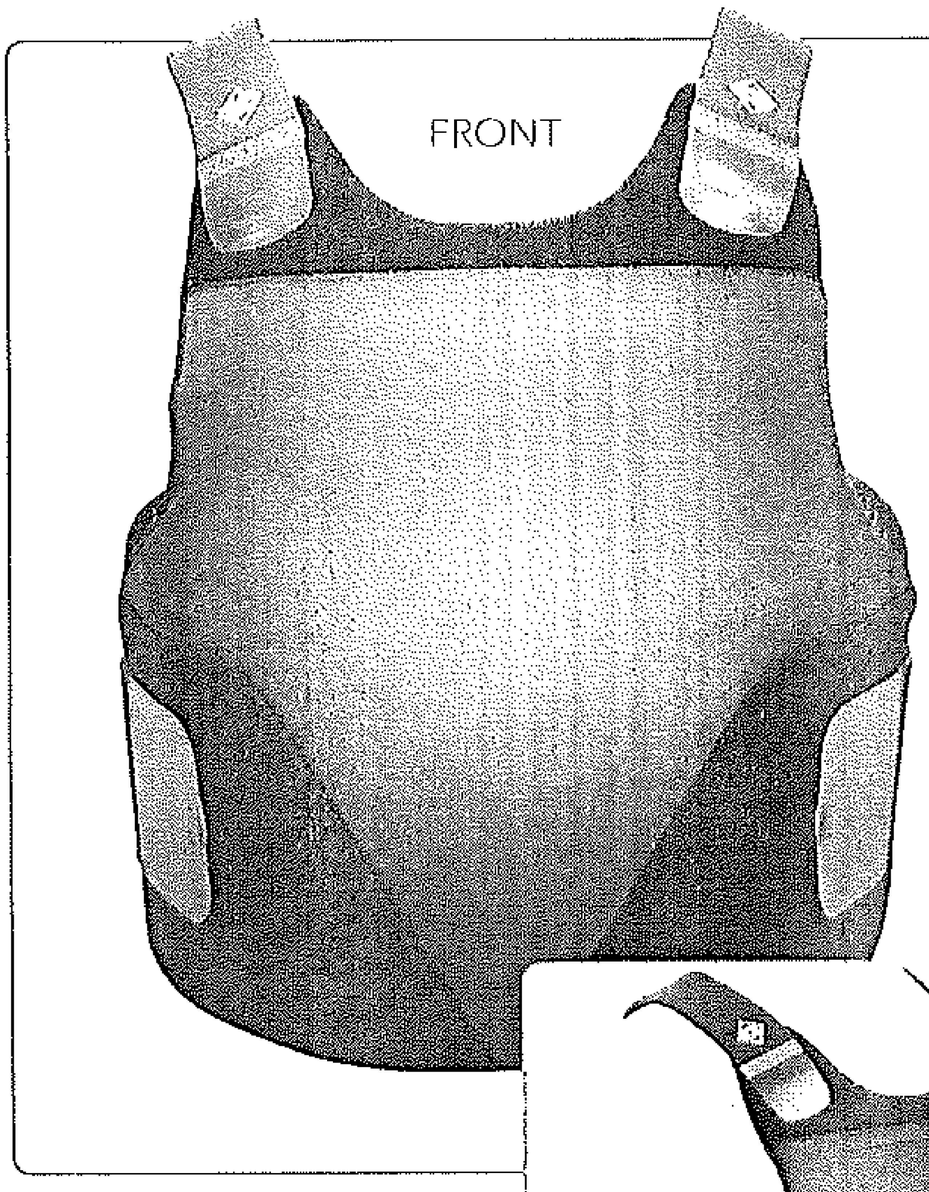
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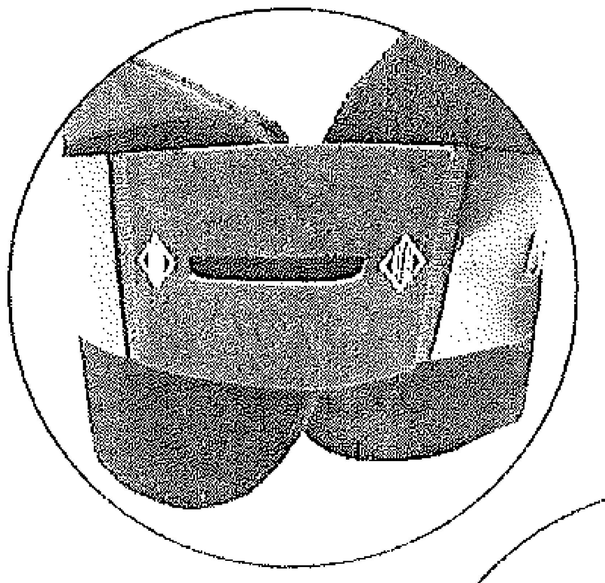
Black

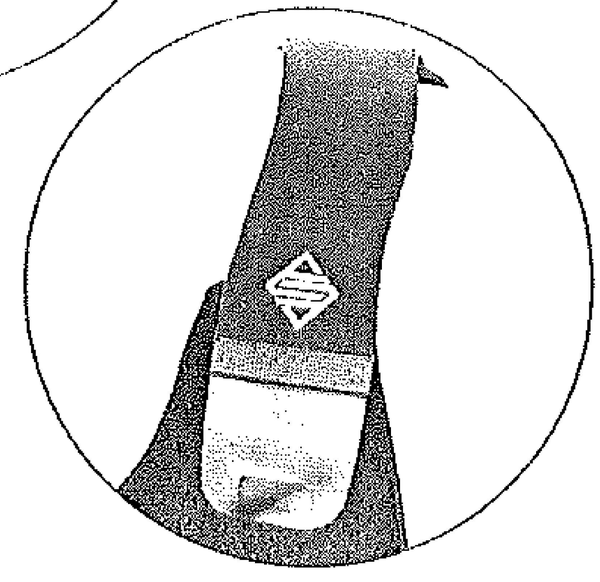
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info@SlateSolutions.com | SlateSolutions.com
754.200.6752

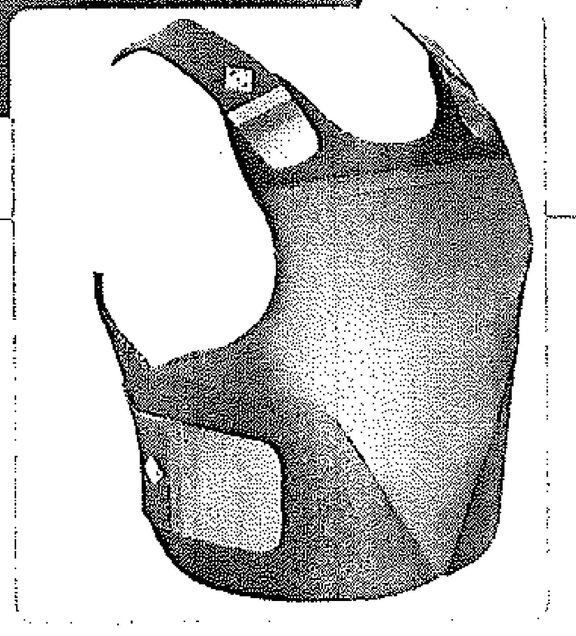
GEN II Concealable Vest

The GEN II Concealable Vest is a discrete option for ballistic protection. It was designed to be light weight and high speed. This vest offers excellent coverage while allowing maximum comfort









Features

- Side opening design
- Lightweight breathable water repellent carrier
- Moisture-wicking, anti-microbial inner Mesh liner which draws moisture away from the body for faster cool-down
- 4-point adjustible strapping system
- Low profile loop
- Front trauma plate pocket that fits 5x8, 6x8, 7x9
- Hidden zipper closure for comfort

Available Sizes

- Custom Sizing

Options

- Trauma insert
- Rear trauma plate pocket
- Tails
- 6-point adjustible strapping system

Available Colors

Black Coyote Navy White

SLATE SOLUTIONS
7060 W. State Road 84, Suite 12, Davie, FL 33317
info@SlateSolutions.com | SlateSolutions.com
754.200.6752

U.S. Department of Justice

Office of Justice Programs

National Institute of Justice

Washington, D.C. 20530

NIJ Notice of Compliance

October 10, 2017

Mike Slate
Slate Solutions, LLC
10301 NW 50 Street, Suite 101
Sunrise, FL 33351

Model Designation:	SLSII
Product Type:	Ballistic Resistant Body Armor
Standard:	NIJ Standard 0101.06
Classification:	II
Shot to Edge Distance T1:	2 inch
Shot to Edge Distance T2:	3 inch
Maximum and Minimum Sizes Tested:	C1 - C5
Test Identification Number(s):	MC02895

Dear Mike Slate,

The National Institute of Justice (NIJ) has completed its evaluation of the documentation and test items representing the model identified above and determined that this product model complies with the applicable requirements.

This letter authorizes the applicant to begin applying the NIJ Mark to this model in accordance with the terms of the NIJ Compliance Testing Program Applicant Agreement.

Authorization to apply the NIJ Mark may be withdrawn by NIJ at any time in accordance with the NIJ Compliance Testing Program Applicant Agreement. End users are advised to confirm the model's current status on the NIJ Compliant Products List available at www.justnet.org/CTP.

This document may only be copied in its entirety without modification.

Sincerely,

Michael K. O'Shea

Senior Law Enforcement Program Manager
US Department of Justice
OJP/NIJ/OST/Operational Technologies Division

SLATE SOLUTIONS

SOFT ARMOR BALLISTIC SPECIFICATION

SERIES	SLS
NIJ 0101.06 MODEL #	SLSII
NIJ 0101.06 THREAT LEVEL	II
NIJ CERTIFICATION SIZES	C1 – C5
WEIGHT	.85 psf
THINNESS	.19 in (4.82mm)
BALLISTIC CONSTRUCTION	
BALLISTIC MATERIAL	Woven Twaron / UD Twaron
PANEL COVERING	70d Nylon Rip Stop w/TPU LAM
CERTIFICATION TEST RESULTS	
V50 – 9mm 124gr FMJ	1719 ft/s (523m/s)
P-BFS Avg. – 9mm 124gr FMJ	28.4 mm
V50 – 357mag 158gr JSP	1669 ft/s (509m/s)
P-BFS Avg. – 357mag 158gr JSP	31.4 mm
SPECIAL THREAT TESTING	
V50 – 9mm 127gr SXT	1575 fps (480m/s)
P-BFS Avg. – 9mm 127gr SXT	35 mm
V50 – 9mm 100gr Frangible	1659 fps (505 m/s)
P-BFS Avg. – 9mm 100gr Frangible	24 mm
V50 - 357sig 125gr GDHP	1660 ft/s (506 m/s)
P-BFS Avg. - 357sig 125gr GDHP	31 mm
V50 – 5.7x28mm 40gr V-Max Blue Tip	2076 fps (633 m/s)
P-BFS Avg. – 5.7x28mm 40gr V-Max Blue Tip	21 mm

NATIONAL INSTITUTE OF JUSTICECOMPLIANCE TEST REPORT

NVLAP Lab Code: 200820-0

Test Laboratory Name: NTS-Chesapeake Testing 4603B Compass Point I
Report Identification Number: 2798-004
Issue / Revision Number:

Penetration and BFS Summary Data

Test ID: MCC2895
Manufacturer: Slate Solutions, LLC

Report Date: 08/22/17
NIJ Armor Type: 2

Ammunition: 9mm 124/FMJ

Threat 1 - New Armor
Test Velocity: 1305 ± 30 ft/s

Conditioning: New

Shot Number	Sample 1 Size: C-1 Panel A Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Panel B Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1305	0	29.9		1296	0	28.2	
2	1313	0	31.4		1305	0	30.6	
3	1285	0	36.6		1304	0	32.2	
4	1305	0			1303	0		
5	1314	0			1285	0		
6	1313	0			1297	0		
7								
8								

Summary: Perforations: 0 (Pass)
Maximum BFS 36.6 mm
Pass - No BFS greater than 44 mm

Shot Number	Sample 2 Size: C-1 Panel A Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Panel B Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1286	0	34		1313	0	29.4	
2	1299	0	29.6		1301	0	33.5	
3	1315	0	29.9		1307	0	35.9	
4	1306	0			1303	0		
5	1316	0			1322	0		
6	1308	0			1323	0		
7								
8								

BFS Statistics Count 12
Average: 31.77 mm
St. Dev: 2.6936 mm

Shot Number	Sample 3 Size: C-5 Panel A Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Panel B Avg. Vel (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1299	0	29.3		1321	0	27.7	
2	1290	0	25.4		1333	0	25.3	
3	1301	0	24.7		1328	0	24	
4	1282	0			1339	0		
5	1301	0			1299	0		
6	1303	0			1335	0		
7								
8								

Summary: Perforations: 0 (Pass)
Maximum BFS: 29.3 mm
Pass - No BFS greater than 44 mm

Shot Number	Sample 4 Size: C-5 Panel A Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Panel B Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1322	0	26.5		1308	0	25.6	
2	1334	0	22.1		1308	0	25.2	
3	1331	0	23.6		1303	0	21.3	
4	1331	0			1305	0		
5	1336	0			1293	0		
6	1304	0			1301	0		
7								
8								

BFS Statistics Count: 12
Average 25.06 mm
St. Dev: 2.2113 mm

NATIONAL INSTITUTE OF JUSTICECOMPLIANCE TEST REPORT

Ammunition: 9mm 124/FMJ

Threat 1 - Conditioned Armor
Test Velocity: 1245 ± 30 ft/s

Conditioning: Conditioned

Shot Number	Sample 21 Size: C-1 Panel A Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Panel B Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Sample 22 Size: C-5 Panel A Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Panel B Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1243	0	32.8		1241	0	30.9		1242	0	26.9		1245	0	25.2	
2	1245	0	31.6		1249	0	32.5		1254	0	26.2		1244	0	23.6	
3	1249	0	36.4		1251	0	31.3		1242	0	25.8		1256	0	24.4	
4	1254	0			1258	0			1253	0			1257	0		
5	1255	0			1262	0			1261	0			1240	0		
6	1254	0			1256	0			1247	0			1253	0		
7																
8																
Summary:	Perforations: 0 (Pass) Maximum BFS: 36.4 mm (no requirement)								Perforations: 0 (Pass) Maximum BFS: 26.9 mm (no requirement)							

Ammunition: .357 Mag 158/JSP

Threat 2 - Conditioned Armor
Test Velocity: 1340 ± 30 ft/s

Conditioning: Conditioned

Shot Number	Sample 23 Size: C-5 Panel A Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Panel B Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Sample 24 Size: C-5 Panel A Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Panel B Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1342	0	33.3		1339	0	27.4		1348	0	33.3		1343	0	34	
2	1339	0	32.1		1355	0	35		1354	0	29.1		1352	0	36.2	
3	1356	0	33.4		1357	0	35.2		1358	0	32.6		1358	0	34.1	
4	1351	0			1353	0			1354	0			1353	0		
5	1349	0			1354	0			1344	0			1354	0		
6	1350	0			1351	0			1357	0			1350	0		
7																
8																
Summary:	Perforations: 0 (Pass) Maximum BFS: 35.2 mm (no requirement)								Perforations: 0 (Pass) Maximum BFS: 33.3 mm (no requirement)							

Overall P-BFS Summary

Perforations: This requirement is for all P-BFS tested samples - New and Conditioned
0 This armor model meets the perforation performance requirements of NIJ Standard-0101.06 Section 7.8.8.

Backface Signature: This requirement is for New armors only
Maximum BFS: 40.2 mm
This armor model meets the BFS performance requirements of NIJ Standard-0101.06 Section 7.8.8 Item a.

Ammunition: .357 Mag 158/JSP

Threat 2 - New Armor
Test Velocity 1430 ± 30 ft/s

Conditioning: New

Shot Number	Sample 16 Panel A Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Remarks	Sample 16 Panel B Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Remarks	Sample 17 Panel A Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Remarks	Sample 17 Panel B Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Remarks	Sample 18 Panel A Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Remarks
1	1448	0		1440	0		1460	0		1459	0		1446	0	
2	1525	0		1554	0		1539	0		1527	0		1555	0	
3	1601	0		1579	1		1593	1		1606	1		1618	0	
4	1712	0		1573	0		1540	0		1581	0		1710	0	
5	1833	1		1566	0		1562	0		1572	0		1805	1	
6	1783	1		1672	0		1583	0		1662	1		1754	1	
7	1713	1		1717	1		1696	1		1590	0		1690	1	
8	1643	0		1544	0		1604	0		1675	1		1634	0	
9	1701	0		1717	1		1691	0		1605	1		1691	0	
10	1769	1		1655	0		1752	1		1558	0		1746	1	
11	1702	1		1719	1		1680	0		1590	0		1696	0	
12	1661	1		1643	0		1748	1		1664	1		1737	1	
13															
14															
15															

Shot Number	Sample 18 Panel B Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Remarks	Sample 19 Panel A Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Remarks	Sample 19 Panel B Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Remarks	Sample 20 Panel A Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Remarks	Sample 20 Panel B Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Remarks
1	1439	0		1465	0	V out of Range	1457	0		1452	0		1447	0	
2	1545	0		1520	0		1523	0		1547	0		1567	0	
3	1594	0		1585	1		1569	0		1613	0		1581	0	
4	1719	1		1546	0		1746	1		1724	1		1767	0	
5	1610	1		1622	0		1664	1		1670	1		1640	1	
6	1594	0		1653	1		1627	0		1613	1		1755	1	
7	1641	1		1569	0		1674	1		1575	0		1715	1	
8	1556	0		1653	1		1643	0		1633	0		1692	0	
9	1642	0		1727	1		1679	1		1677	1		1646	0	
10	1676	0		1640	0		1559	0		1626	0		1715	1	
11	1735	1		1733	0		1666	0		1674	0		1651	0	
12	1679	1		1739	1		1726	1		1734	1		1728	1	
13															
14															
15															

Summary:

Shot Velocity (20 ea)	100	Acceptable
Perforations, Complete Penetrations	45	Acceptable
Shots Partial Penetrations	55	Acceptable
Perforations Total (40 ea)	0	Acceptable

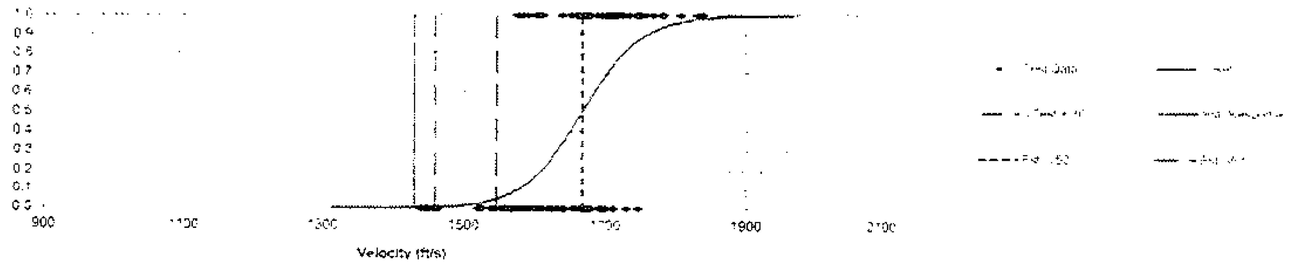
Regression Analysis

Regression Model: Logistic

Estimated V05: 1571.6 m/s (1527.1 ft/s)

Probability of perforation at NIJ reference velocity (1430 ft/sec): 0.31% Acceptable

Test Data and Regression Model



SLATSOL-01 MEMILY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2022

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

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

PRODUCER
Assured Partners of CA Insurance Services, LLC dba: Wateridge Insurance Services
10717 Sorrento Valley Rd, Ste 200
San Diego, CA 92121

CONTACT NAME: Sally Walter
PHONE (A/C, No, Ext): (858) 412-8118 FAX (A/C, No): (858) 412-8119
E-MAIL ADDRESS: swalter@wateridge.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A : Hartford Fire Insurance Co — 19682
INSURER B : Twin City Fire Insurance Co. — 29459
INSURER C : Great American E & S — 37532
INSURER D : Covington Specialty Ins. Co — 13027
INSURER E :
INSURER F :

INSURED
Slate Solutions, LLC
7060 State Road 84, Suite 12
Davie, FL 33317

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $	1,000,000
	CLAIMS-MADE X OCCUR	X		72CESOF6460	12/4/2021	12/4/2022	DAMAGE TO RENTED PREMISES (Ea occurrence) $	300,000
							MED EXP (Any one person) $	10,000
							PERSONAL & ADV INJURY $	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $	2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG $	2,000,000
	OTHER:						$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $	1,000,000
	ANY AUTO			72CESOF6460	12/4/2021	12/4/2022	BODILY INJURY (Per person) $	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident) $	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $	
							$	
B	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE $	10,000,000
	X EXCESS LIAB CLAIMS-MADE	X		72XSON1737	12/4/2021	12/4/2022	AGGREGATE $	10,000,000
	DED RETENTION $						Pers Adv & Inj $	10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT $	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $	
							E.L. DISEASE - POLICY LIMIT $	
C	Excess Liability	X		XSE854861	5/27/2022	12/4/2022	Each & Agg	9,000,000
D	Property			VBA85371500	3/24/2022	3/24/2023	BI	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CCG Safety Gear, LLC is additional insured as per attached forms with respects to General Liability. Excess follows forms.

CERTIFICATE HOLDER

CCG Safety Gear, LLC
15629 South Rene Street
Olathe, KS 66062

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

2. **Exclusions**

This insurance does not apply to:

a. **Knowing Violation Of Rights Of Another**

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. **Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. **Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. **Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. **Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. **Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. **Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. **Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. **Infringement Of Intellectual Property Rights**

"Personal and advertising injury" arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of:

(1) Copyright;

(2) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(3) Title of any literary or artistic work.

j. **Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **17.a., b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

k. **Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. **Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. **Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. **Pollution-Related**

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. **Exclusions**

We will not pay expenses for "bodily injury":

a. **Any Insured**

To any insured, except "volunteer workers".

b. **Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. **Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

d. **Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. **Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

g. **Coverage A Exclusions**

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All costs taxed against the insured in the "suit".

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee,

have all your rights and duties under this Coverage Part.

e. **Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. **Newly Acquired or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. **Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. **Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. **Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. **Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C**;

b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B**.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in **a.** above;
      (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

   provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.
7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Employment-Related Practices" means:
   a. Refusal to employ a person;
   b. Termination of a person's employment; or
   c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a person.
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by:
   a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
   b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;
   b. A sidetrack agreement;
   c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   e. An elevator maintenance agreement;
   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

   Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

   However, Paragraph **f.** does not include that part of any contract or agreement:

   (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
      (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
      (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
   (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
   a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

SLATE SOLUTIONS

Creating a Partnership for Life

5/26/22

Waterloo Police Department
715 Mulberry Street
Waterloo, IA 50703

Subject: Slate Solutions 2021 Financial Statement

To whom it may concern:

Slate Solutions certifies the following financial statement for our calendar year(s) 2020 and 2021.

2021, Total Sales - $10.5M

2020, Total Sales - $7.0M

Please let us know if you have any questions or concerns.

Regards,

Mike Slate

Mike Slate
President
Slate Solutions, LLC

PERRY JOHNSON REGISTRARS, INC.

Certificate of Registration

Perry Johnson Registrars, Inc., has audited the Quality Management System of:

Slate Solutions LLC

7060 West State Road 84, Suite 12, Davie, FL 33317 United States

(Hereinafter called the Organization) and hereby declares that Organization is in conformance with:

ISO 9001:2015/BA 9000:2016

This Registration is in respect to the following scope:

Design and Manufacture of Body Armor

This Registration is granted subject to the system rules governing the Registration referred to above, and the Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.

PERRY JOHNSON REGISTRARS, INC.

ANAB ACCREDITED ISO/IEC 17021-1 MANAGEMENT SYSTEMS CERTIFICATION BODY

Terry Boboige

Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48084
(248) 358-3388

The validity of this certificate is dependent upon ongoing surveillance.

Effective Date	Expiration Date	Certificate No.
January 16, 2022	January 15, 2025	C2022-00092

SOLUTIONS

Creating a Partnership for Life

May 25, 2022

Attn: City of Waterloo, Iowa

Re: FY 23 Bid Proposal for Body Armor

In reference to Section 9. BALLISTIC PANEL MATERIAL of the SPECIFICATIONS document of FY 23 Bid Proposal for Body Armor, Slate Solutions would like to confirm that the products being submitted for consideration are:

- Made of materials that are new, unused and without flaws that affect appearance, durability and function.
- Manufactured of a combination of 100 percent from any or all, the below materials:
  - Gold Flex
  - Gold Shield Spectra
  - Shield Plus High Performance
  - Quadralink woven Kevlar
  - Kevlar
  - Protera
  - Twaron
  - Dyneema
  - Aramid

Regards,

Tina Case
Program Manager
Slate Solutions, LLC

754.200.6752 | 7060 W. State Road 84, Suite 12, Davie FL 33317
info@slatesolutions.com | www.slatesolutions.com

SOLUTIONS

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Slate Solutions is ISO 9001:2015/BA 9000:2016 certified and understands the importance of Serial Number Traceability. Slate Solutions has a hands-on leadership team with over 40 years of combined experience serving the protective industry. We are committed to providing law enforcement, federal agencies, international agencies, and OEM partners with high quality protective solutions. Our core competency is the design and manufacture of custom-tailored technical solutions, including reliable delivery expectations and the utmost customer service.

Below is our current process for Serial Number Traceability.

- **Sales Order is created:**
  - A Purchase Order (PO) is received and entered into Fishbowl Inventory Management system.
  - The Sales Order (SO) is created and issued to production.
- **Serial Number Assigned:**
  - Serial Numbers are assigned during label printing process.
  - Serial numbers are assigned and recorded in "Serial Number Database_(year)".
  - All data specific to each serial number is tracked in the Database (Ballistic model, Lot #, Sales Order #, Customer, Purchase Order #, Officer Name, sizing, Agency, etc.).
- **Packing Slip:**
  - Serial Number(s) are added to the customer's packing list that is included in the shipment.
- **Serial Number Database:**
  - All data is stored electronically
  - Database is stored on secure server and backup is created daily
  - Records are stored for a minimum of 10 years

754.200.6752 | 7060 W. State Road 84, Suite 12, Davie FL 33317
info@slatesolutions.com | www.slatesolutions.com

Warranty Information

Warranty - Outer Shell Carrier:

- The outer shell carrier is warranted to be free from material and workmanship defects for 24 months from the date of issue, as verified by the warranty card.
- All outer carriers that have having a material and workmanship defects, must be inspected by the manufacturer, if approved, the outer carrier will be repaired or replaced at no cost to the customer.
- This warranty shall be void if the product has been altered, misused, stored improperly, or not cleaned in accordance with cleaning instructions.

Warranty - Soft Ballistic Panels:

- The soft ballistic panels are warranted to perform to the NIJ standard listed on each label for a period of five years from the date of purchase, as verified by the warranty card.
- The soft ballistic panels have been tested and certified by the National Institute of Justice for Ballistic Resistance of Personal Body Armor.
- The soft ballistic panels are warranted to be of the same construction and design as the original NIJ certified model listed on the label.
- This warranty is subject to, and expressly conditioned upon, strict compliance with the following conditions:
    - The panel must not be torn, damaged, or altered in any way
    - The panel must not be subjected to abuse or misuse during service
    - The panel must be properly placed into the outer carrier
    - The panel must not be permitted to be excessively wet
    - The panel must not be subjected to excessive heat
    - The panel must be properly stored (i.e., not in excessively hot or damp conditions)
- If the soft ballistic panel cover is compromised (cut, torn or frayed) during the warranty period; it should not be worn and immediately returned to the manufacturer for inspection and repair.
- The soft armor panels will only reduce the possibility of serious physical injury in the areas covered by the panels. There should be no expectation of protection in areas of the vest not covered by the soft ballistic panel.
- The soft ballistic panel is not warranted to be bulletproof or stab proof.

Level II Soft Ballistic Body Armor
June 9, 2022 Bid Tab

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

CITY OF WATERLOO

Council Communication

Request to fulfill FY 2023 Police ammunition needs.

City Council Meeting: 6/20/2022
Prepared: 6/15/2022

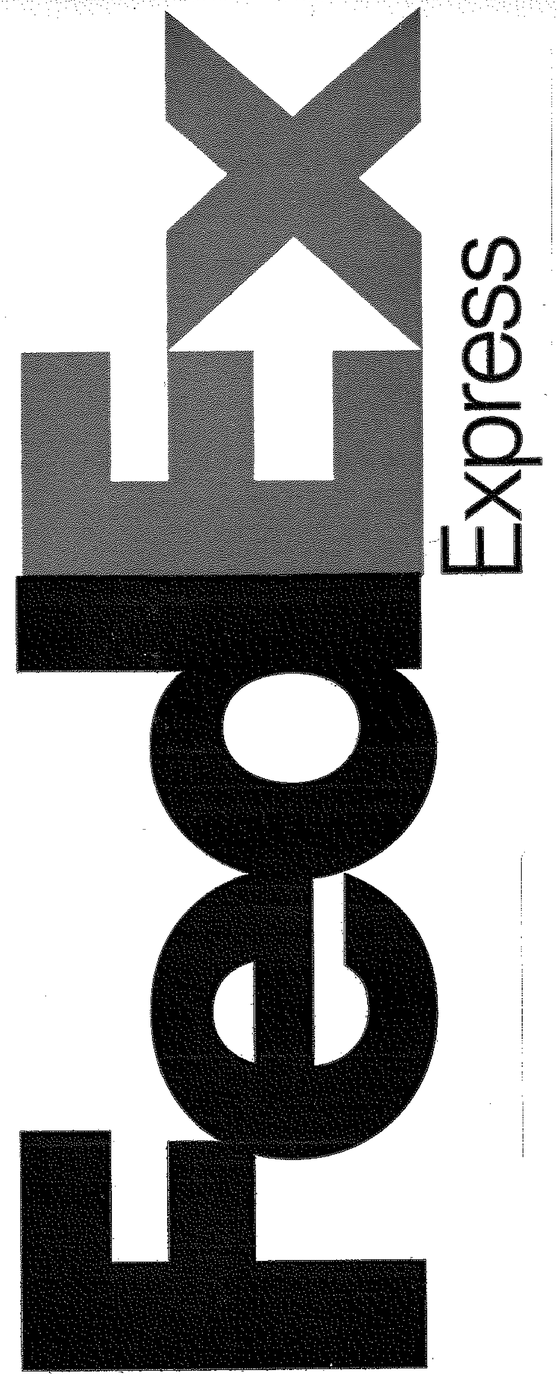
ATTACHMENTS:

	Description	Type
	Bid Tab	Backup Material
	Kiesler Police Supply, Inc.pdf	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING-No comments on file. Motion to close hearing and receive and file oral and written comments. Resolution confirming approval of bid documents, specifications, form of contract, estimate of cost, etc., and authorizing to proceed. Motion to receive, file and instruct the City Clerk to read bids. Resolution approving award of contract to Kiesler Police Supply, of Jefferson, Iowa, in conjunction with the FY 2023 Police ammunition needs, and authorizing Mayor to execute said document.
Submitted by:	Submitted By: Captain Aaron P. McClelland
Recommended Action:	Approve bids and authorize the Police Department to fulfill FY 23 Police Ammuntion needs.
Summary Statement:	The purchase of Ammuntion needs are bid out on an annual basis.
Implementation, Accountability, and Communication:	General Fund Budget 1544
Expenditure Required/Source of Funds:	$36,400.00

Police Department FY23 Ammunition Bids
Bid Opening June 9, 2022

Bidder	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) 8. 2,000 rounds of Hornady amx tap .308 caliber, 168 grain. $NO BID per 500 rounds (80965) 9. 1,000 rounds of Hornady Interbound Tap Barrier 308 caliber, 165 grain. $NO BID per 500 rounds (80995)



Express

CITY OF WATERLOO
CITY CLERK'S OFFICE
JUN 7 2022 AM 8:34

RT 593 9 16:30 A 8457 06.07
FZ

ORIGIN ID:LOUA (812) 288-5740
KPS
KPS
2802 SABLE MILL LN

JEFFERSONVILLE, IN 47130
UNITED STATES US

SHIP DATE: 06JUN22
ACTWGT: 0.20 LB
CAD: 0505213/CAFE3513

BILL SENDER

TO CITY CLERK'S OFFICE
CITY OF WATERLOO
715 MULBERRY STREET

WATERLOO IA 50703

REF:

INV:
PO:

DEPT:

570C2/274F/6F4B

FedEx Express

TUE - 07 JUN 4:30P
STANDARD OVERNIGHT

TRK# 0201 5344 4186 8457

XN ALOA

50703
IA-US CID

Bid: FYE 23 Ammunition
Due: June 9th, 2022 at 1:00 p.m.

Align bottom of peel-and-stick airbill or pouch here.

KIESLER POLICE SUPPLY, INC.
2802 SABLE MILL ROAD
JEFFERSONVILLE, IN 47130

City of Waterloo
City Clerk's Office
715 Mulberry Street
Waterloo, IA 50703

Bid: FYE 23 Ammunition
Due: June 9th, 2022 at 1:00 p.m.

CITY OF WATERLOO, IOWA

WATERLOO POLICE DEPARTMENT
715 Mulberry Street. • Waterloo, IA 50703 • (319) 291-4340 • Fax (319) 291-4332

April 26, 2022

ORIGINAL

Dear: Kieslers Police Supply:

The Waterloo Iowa Police Department is in the process of accepting sealed bids for ammunition supplies for fiscal year ending 2023, which runs from July 1, 2022 to June 30, 2023.

I have attached a bid packet that we are asking you to complete and submit back to the Waterloo City Clerk's Office by the deadline of **June 9, 2022 at 1:00 P.M.** These sealed bids will be opened and read at the Waterloo City Hall on June 13, 2022, and approved at a later date.

Bids should be submitted to the address listed below and should sealed and clearly marked, **FYE 23 Ammunition Bids.**

City of Waterloo, City Clerk's Office
715 Mulberry Street
Waterloo, IA 50703

If you have any question, please contact Captain Aaron McClelland at 319-291-4400.

Captain Aaron McClelland
Administration Division
Waterloo Police Department
715 Mulberry Street
Waterloo, IA 50703
mcclellanda@waterloopolice.com

BID PROPOSAL
AMMUNITION
CITY OF WATERLOO, IOWA
POLICE DEPARTMENT

PREAMBLE

The undersigned being a corporation under the laws of the State of Indiana; 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 to the City of Waterloo, Police Department, 715 Mulberry Street, Waterloo, Iowa, 50703.

SUBMISSION OF BIDS

Sealed bid proposals will be received by the City of Waterloo, City Clerk's Office, 715 Mulberry Street, Waterloo, Iowa, 50703, **no later than 1:00 P.M. on the 9th of June 2022**. Any bid submitted after the specified time shall be rejected. Bids should be clearly marked **FYE 2023 Ammunition Bids.**

SPECIFICATIONS

The bidder proposes to deliver to the City of Waterloo Police Department, 715 Mulberry Street, Waterloo, Iowa, 50703, the below specified items during fiscal year FYE 2023 beginning July 1, 2022 through June 30, 2023, after notification that he/she is the successful bidder by issuance of a purchase order mailed, telegraphed or delivered to the undersigned vendor, accompanied by a copy of this proposal bearing the City Clerk's signature.

Factory New Service Ammunition

1. 12,000 rounds of 9mm 147 grain, jacketed hollow point, Federal HST, (P9HST2) or similar.

2. 85,000 rounds of Federal American Eagle 9 mm, 147 grain, full metal jacket (AE9FP) or similar.

3. 2,000 rounds of Federal 12 gauge 2 ¾ inch shot shell, 00 Buckshot, 9 pellet, low recoil (LEF132-00) or similar.

4. 2,000 rounds of Federal 12 gauge 2 ¾ inch shot shell 1 ounce low recoil slug. (LEF127-RS) or similar.

5. 8,000 rounds of Federal .223 caliber, 64 grain, Soft Point Tactical Rifle Urban. (T223L) or similar.

6. 35,000 rounds of Federal American Eagle .223 caliber, 55 grain FMJ (AE223) or similar.

7. 1,000 rounds of Hornady gmx tap heavy barrier .308 caliber, 165 grain.

8. 2,000 rounds of Hornady amx tap .308 caliber, 168 grain.

9. 1,000 rounds of Hornady Interbound Tap Barrier 308 caliber, 165 grain.

List any deviations from the specifications included herein:

Lead time is 9-24 months depending on the round, market, and demand. Must order by the case. Minimum order for drop ship is three cases.

Any and all warranty information or provisions shall be in writing and submitted with the bid proposal. Failure to submit warranty information may warrant rejection of bid. The bidder shall have, on a separate sheet, the terms of this warranty. By attachment, the Term of the Warranty becomes part of this bid.

The seller must have $1,000,000.00 Product Liability Insurance for each occurrence of bodily injury and each occurrence of property damage. (Submit a certified copy of insurance coverage with bid.)

Bidders shall provide the City of Waterloo, in writing, with any and all deviations from the attached specifications. The bidder shall specify any deviations that he/she proposes from the above specifications in the same sequence as stated in said specifications. By attachment, the listed deviations become part of this bid.

Any questions regarding the specifications should be directed to Captain Matt McClelland at 319-291-4400.

GENERAL REQUIREMENTS FOR SUBMISSION OF BIDS

All bids must be submitted to the City Clerk's Office in a sealed envelope clearly marked as follows:

"BID PROPOSAL FYE 2023 AMMUNITION"

The name of the business submitting the bid must be clearly marked on the envelope. **Faxed or electronic bids** will not be accepted.

All bids must meet or exceed minimum specifications as previously defined. Bids that do not meet or exceed the minimum specifications, as determined by the City, shall be rejected.

The vendor bid prices shall include all shipping costs. The City is tax exempt from federal excise and state taxes. Taxes should be excluded from the bid cost.

All bid prices, upon submission by the bidder, are recognized by the City and vendor to be irrevocable for one year commencing from the deadline date for bids to be received by the City of Waterloo, Iowa.

Standard procedure dictates that the City of Waterloo will accept the lowest responsible bid. However, the bidder understands that the City reserves the right to reject any bid that is either considered not to be responsible or not most advantageous to the City. The City will award the contract to the responsible bidder whose bid meets or exceeds the minimum specifications.

The City of Waterloo, Iowa, reserves the right to reject any and all bids, or any or all parts of a bid.

Upon acceptance of the bid, a purchase order mailed, telegraphed or delivered to the undersigned vendor which is accompanied by a copy of this proposal bearing the City Clerk's signature shall constitute acceptance of the bid and, therefore, be legal and binding agreement.

If applicable, the bidder guarantees that title conveyed shall be good and goods shall be delivered free from security interest or other lien or encumbrances of which the City at the time of purchase had no knowledge.

OPENING AND ACCEPTANCE OF BIDS

Sealed bid proposals will be **opened and read at 1:00 P.M. on the 9th of June 2022**, at the Waterloo City Hall, 715 Mulberry Street, Waterloo, Iowa. Bids will be acted upon at a later time.

CANCELLATION

The successful bidder understands that the City of Waterloo shall cancel this agreement within thirty days' notice, if the City has knowledge that all conditions as stated in this bid proposal have not been fulfilled.

PAYMENT PROCEDURES

The City of Waterloo Police Department, 715 Mulberry Street, Waterloo, Iowa, 50703, shall make a lump sum payment within thirty days of receipt of billing from the vendor and acceptance of commodity by the City.

The bidder, having read this document, hereby acknowledges that bid proposal completely reflects the total bid as contained herein.

By Brittany A.L. Girdler

Title Bid Specialist

Date 6/6/2022

ATTEST: Lindsey Archer, City Clerk

Date 6/6/2022

LINDSEY ARCHER
Notary Public - Seal
Clark County - State of Indiana
Commission Number NP0737256
My Commission Expires Nov 4, 2029

Proof of Insurance Coverage

Arthur J. Gallagher Risk Management Service Inc. Company Name

1601 Alliant Ave., Louisville, KY 40299 Address

502-415-7000 Telephone

1190947707 Policy Number

*Attach Certified Copy of Insurance Coverage

BID PRICES

Factory New Service Ammunition

1. 12,000 rounds of 9mm 147 grain, jacketed hollow point, Federal HST, (P9HST2) or similar.

   $ 390.50 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 (LE13200) ~~(LEF132-00)~~ 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. (LE127RS) ~~(LEF127 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

8. 2,000 rounds of Hornady, amx tap .308 caliber, 168 grain

   $ NO BID per 500 rounds

9. 1,000 rounds of Hornady Interbound Tap Barrier .308 Calber, 165 grain

   $ NO BID per 500 rounds

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/8/2021

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc 1601 Alliant Ave Louisville KY 40299	CONTACT NAME: PHONE (A/C, No, Ext): 502-415-7000 FAX (A/C, No): 502-415-7001 E-MAIL ADDRESS:
INSURED KIESPOL-02 Kiesler Police Supply, Inc. 2802 Sable Mill Rd Jeffersonville IN 47130	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Granite State Insurance Company 23809 INSURER B : Ohio Security Insurance Company 24082 INSURER C : American Select Insurance Company 19992 INSURER D : National Union Fire Insurance Company of Pittsburg 19445 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 697736759 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			02LX0808368492	8/1/2021	8/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			TRA4037244	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			29UD0808368502	8/1/2021	8/1/2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		XWS61048486	4/1/2021	4/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: FYE 2022 Ammunition Bids; 11/11/2021

CERTIFICATE HOLDER

City of Waterloo, City Clerk's Office
715 Mulberry Street
Waterloo IA 50703

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Donald S. Murad

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Sales Quote

KIESLER POLICE SUPPLY
2802 SABLE MILL RD
JEFFERSONVILLE, IN 47130

Bill-to Customer
WATERLOO POLICE DEPARTMENT
715 MULBERRY STREET
WATERLOO, IA 50703

Ship-to Address

Your Reference		Salesperson	BRITTANY GIRDLER
Bill-to Customer No.	L04819	Email	
Tax Registration No.		Home Page	
No.	Q132325	Phone No.	
Document Date	June 6, 2022		
Due Date	July 6, 2022		
Payment Terms			
Payment Method			
Tax Identification Type	Legal Entity		
Shipment Method			

FYE 23 AMMUNITION BID
LEAD TIME FOR AMMUNITION IS 9-24 MONTHS DEPENDING ON THE ROUND AND MARKET AND DEMAND. MUST ORDER BY THE CASE.
MINIMUM FOR DROP SHIP ORDER IS 3 CASES.

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
KIESLER NOTE	FYE 23 AMMUNITION BID LEAD TIME FOR AMMUNITION IS 9-24 MONTHS DEPENDING ON THE ROUND,MARKET, AND DEMAND. MUST ORDER BY THE CASE. MINIMUM FOR DROP SHIP ORDER IS 3 CASE	1	EACH	0.00	0
FEDEP9HST2	FEDERAL PREMIUM HST 9MM 147 GRAIN JACKETED HOLLOW POINT 1000RDS/CASE,50RDS/BOX (ATLLR)	12	CASE	390.50	4,686
FEDEAE9FP	FEDERAL AMERICAN EAGLE 9MM LUGER 147 GRAIN FULL METAL JACKET, FLAT POINT 1000RDS/CASE,50RDS/BOX (LAATH)	85	CASE	251.90	21,411.5
FEDELE13200	FEDERAL TCTL 12GA 23/4 9PLT 00BUCK 5RDS/BOX, 50BOX/CS, 250RDS/CS *LAW ENFORCEMENT ONLY* (CKOCT)	8	CASE	171.03	1,368.24
FEDELE127RS	FEDERAL TCTL 12GA 23/4 HS HP SLUG *LAW ENFORCEMENT ONLY* 250RD CS 50BX OF 5EA (CTALH)	8	CASE	179.58	1,436.64
FEDET223L	FEDERAL TACTICAL TRU 223REM 64 GRAIN HI-SHOK SOFT POINT 500RDS/CASE (LHKKC)	16	CASE	339.24	5,427.84
FEDEAE223	FEDERAL AMERICAN EAGLE 223REM 55 GRAIN FULL METAL JACKET BOATTAIL 500RDS/CASE,20RDS/BOX (LAATH)	70	CASE	251.90	17,633
FORMAT BRITTANY	QUOTED BY BRITTANY GIRDLER KIESLER POLICE SUPPLY	0	EACH	0.00	0

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
	2802 SABLE MILL ROAD JEFFERSONVILLE, IN 47130 THIS QUOTE IS VALID FOR 30 DAYS BGIRDLER@KIESLER.COM				

Amount Subject to Sales Tax	0.00
Amount Exempt from Sales Tax	51,963.22

Subtotal	**51,963.22**
Total Tax	0.00
Total $ Incl. Tax	**51,963.22**
Tax Amount	**0.00**

KIESLER POLICE SUPPLY FFL# 4-35-019-11-1M-08220

RETURNED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee

DEFECTIVE MERCHANDISE POLICY

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.

CITY OF WATERLOO

Council Communication

Resolution establishing a Commission on Opportunity for Children, Youth, and Young Adults in Waterloo.

City Council Meeting: 6/20/2022
Prepared: 6/10/2022

ATTACHMENTS:

	Description	Type
🗋	Resolution as proposed	Backup Material

SUBJECT:	Resolution establishing a Commission on Opportunity for Children, Youth, and Young Adults in Waterloo.
Submitted by:	Submitted By: Jonathan Grieder, Ward 2 Council member

RESOLUTION ESTABLISHING A COMMISSION ON OPPORTUNITY FOR CHILDREN, YOUTH, AND YOUNG ADULTS IN WATERLOO

Whereas, a lack of opportunity for any person in our community robs our entire community of its potential greatness.

Whereas, a lack of opportunity negatively impacts a person's health, decision-making, and could potentially lead to illegal or destructive behavior;

Whereas, studies have shown that the formative years of a person's life from birth to early adulthood are critical to the long term success and well-being of a person;

Whereas, the City of Waterloo will encourage opportunities for social advancement, housing, economic prosperity, and educational achievement;

Whereas, the City of Waterloo will support organizations that empower our children and youth;

Whereas, the city of Waterloo will create a platform where providers can publish opportunities to lift up our community, especially youths and children.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WATERLOO, IOWA, as follows;

1. That Mayor shall be asked to convene a Commission on Opportunity for Children, Youth and Young Adults in Waterloo of at least 7 members, but no more than 12 members. These appointments should represent the broad diversity of our community. These appointments shall be made in consultation with City Council.
2. This Commission shall be composed of community members from a variety of backgrounds including, but not limited to, education, law enforcement, youth services, housing, entrepreneurship, public health, nonprofit organization, and community wellness.
3. This Commission shall be tasked to complete the following:
    a. Compile a comprehensive list composed of groups, organizations, and individuals with a mission to provide economic, social, educational, needs based, or career opportunities in Waterloo.
    b. Identify existing barriers within Waterloo including, but not limited to, economic means, education, early childhood development, employment, public health, violence, and housing.
    c. Identify programs, groups, or policies that are already in place to expand opportunities and evaluate their effectiveness.
    d. Research programs, community activities, and government actions that can be taken to increase opportunity across Waterloo.

e. Compose and submit a Report on Opportunity for Children, Youth, and Young Adults in Waterloo that shall discuss the current barriers to opportunity in our community, organizations that are working on expanding opportunities in our community, current policies to expand opportunities and their effectiveness, and policy recommendations to expand opportunities in Waterloo.
f. Policy recommendations should be placed within two categories:
    i. Policies to address short term outcomes due to lack of opportunities for children, youth, and young adults including such policy areas, but not limited to, drug addiction, homelessness, gun violence, and population loss with Waterloo.
    ii. Policies to address long term outcomes to expand opportunities for children, youth, and young adults including such policy areas, but not limited to, economic means, education, early childhood development, employment, public health, and housing.

4. The Commission shall also have two City Council Liaisons appointed by the City Council. These liaisons shall serve as non-voting ex officio members who will provide regular updates on the proceedings of the Commission to the full City Council.
5. The Commission, once convened, shall within 6 months return to the Waterloo City Council with their preliminary findings on Opportunities for Children, Youth and Young Adults in Waterloo.
6. The Commission, once convened, shall submit a final report to the Waterloo City Council their findings on Opportunities for Children, Youth and Young Adults in Waterloo.
7. At the next appropriate City Council meeting, after submission of the final report, the Commission's policy recommendations will come up for public debate and vote by the Waterloo City Council.

CITY OF WATERLOO

Council Communication

Resolution establishing a task force on gun violence in Waterloo.

City Council Meeting: 6/20/2022
Prepared: 6/10/2022

ATTACHMENTS:

	Description	Type
🗋	Resolution as proposed	Backup Material

SUBJECT: Resolution establishing a task force on gun violence in Waterloo.

Submitted by: Submitted By: Jonathan Grieder, Ward 2 Council member

RESOLUTION ESTABLISHING A TASK FORCE ON GUN VIOLENCE IN WATERLOO

Whereas, our community was recently struck with another death by gun violence;

Whereas, we have lost too many due to gun violence in Waterloo;

Whereas, the City Council recognizes that gun crimes have been committed in our community and represent a real threat to the peace and livelihood of our citizens;

Whereas, structural and systemic issues around race and poverty play a significant role in creating a climate for gun violence;

Whereas, any loss of life to gun violence is unacceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WATERLOO, IOWA, as follows;

1. That the City of Waterloo declares and names gun violence as a public health issue that needs to be addressed.
2. That Mayor shall be asked to convene a Task Force on Gun Violence in Waterloo of at least 10 members, but no more than 16 members. These appointments shall be made in consultation with City Council.
3. That this task force should include members of the Waterloo Police Department, Waterloo Human Rights Commission, Black Hawk County Public Health, Black Hawk County Sheriff's Department, the Ruth A. Thomson Center for Violence Prevention, and those with specialized knowledge pertaining to gun violence and its root causes.
4. The overall goal of the task force is to address gun violence and its causes with the aim of recommending policy for approval to the City Council.
5. The Task Force shall also have two City Council Liaisons appointed by the City Council. These liaisons shall serve as non-voting ex officio members.
6. The Task Force, once convened, shall within 12 months return to the Waterloo City Council with a series of policy recommendations that shall be publicly presented. These recommendations must work to solve the short and long term causes of gun violence in our community.
7. At the next appropriate City Council meeting the Task Force's recommendations will come up for public debate and vote.

CITY OF WATERLOO

Council Communication

Resolution directing a study on the compensation of all non-bargaining positions.

City Council Meeting: 6/20/2022
Prepared: 6/10/2022

ATTACHMENTS:

	Description	Type
🗋	Resolution as proposed	Backup Material

SUBJECT:	Resolution directing a study on the compensation of all non-bargaining positions.
Submitted by:	Submitted By: Dave Boesen, At-Large Council member

RESOLUTION NO. 2022-XXX

RESOLUTION DIRECTING A STUDY ON THE COMPENSATION OF ALL NON-BARGAINING POSITIONS.

WHEREAS, employees are the City of Waterloo's most valuable asset, and

WHEREAS, due to the pandemic, private sector pay has increased significantly, making it difficult for public sector employers to recruit, hire, an retain employees, and

WHEREAS, the City of Waterloo is experiencing difficulty attracting candidates to employment positions and Black Hawk County is studying its compensation system in an effort to stem a steady stream of employee resignations, and

WHEREAS, on April 16, 2012 and June 18, 2018 the Waterloo City Council voted to reduce the recommended pay increase for non-bargaining employees, and

WHEREAS, failure to approve recommended pay increases for non-bargaining employees has caused non-bargaining pay to fall behind similarly sized cities and created wage compression, and

WHEREAS, the method for determining and approving pay increases for non-bargaining employees needs to be transparent and equitable across all departments and positions.

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

1. That American Rescue Plan Act funds be utilized to pay for the study.

2. That the Human Resources Department identify, hire, and assist an outside company with conducting a compensation study for non-bargaining positions.

3. That the study commence by and be completed during FY2023.

4. That a policy be established for determining non-bargaining pay increases and that the increases be approved by Human Resources, the Chief Financial Officer, Mayor, and confirmed by the city council.

PASSED AND ADOPTED this _____ day of _____ 2022.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

SEAL

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 5/25/2022

ATTACHMENTS:

Description	Type
Lateral Transfer and Retention Package	Backup Material
Amended MOU	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Robert Duncan, Police Captain
Recommended Action:	To approve the Lateral Transfer and Retention Incentive Memo of Understanding with the Waterloo Police Protective Association for a period of one year as well as the Lateral Transfer bonus administrative guidelines.

Lateral transfer and bonus administrative rules:

In an effort to attract and incentivize qualified and experienced law enforcement officers to apply for and fulfill police officer openings within the Waterloo Police Department, the department will adopt the following procedures for salary scale to compensate the appropriate experience of applicants and hires. For purposes of this policy, a lateral hire of a police officer is an individual who, prior to beginning employment with the Waterloo Police Department, has a current Peace Officer certification through the state of Iowa as defined by Iowa Administrative Code Chapter 501 or who has current Peace Officer certification through another state and is eligible to obtain an Iowa Peace Officer certification through exam as defined by Iowa Administrative Code 501 - 3.8.

Utilizing the above criteria to define a lateral law enforcement officer hire, any lateral police officer hired to fulfill an open officer's position will be given credit for those prior years of service as a certified officer, deputy or Iowa DPS personnel. Their pay rate will reflect the years of service on the current WPPA salary scale with a maximum placement on salary scale step 04, which is equivalent to an Officer with 5 years of service. Those lateral law enforcement officers hired that have more than 5 years previous experience as listed above will be placed on salary scale step 04.

In addition to the salary enhancements above, lateral police officers hired who already have an Iowa Peace Officer certification will be afforded a salary bonus of $5000.00. This bonus will be paid in two increments. The first payment of $2500.00 will be awarded after successful completion of the first 30 days of employment with the Waterloo Police Department. The second payment of $2500.00 will be paid upon successful completion of the field training program and the lateral officer has moved onto solo patrol. Those lateral police officers that have been hired by the Waterloo Police Department and have a previous employment contract with another Law Enforcement agency within the state of Iowa that is not fully paid off will receive payment from the City of Waterloo of up to $8000.00 to go towards the payoff amount. The contract payoff will be awarded upon completion of the field training program and the lateral officer has moved onto solo patrol. This payment will be directly paid to the previous employer on behalf of the newly hired lateral officer.

In an effort to attract potential recruits to fill an open police officer spot within the Waterloo Police Department who would qualify for the abbreviated academy (10 weeks) the department will give a one-time bonus payment of $4000.00. This bonus will be paid upon completion of the field training program and completion of the Iowa Law Enforcement Academy.

Recipients of any of the bonus payments listed above will be required to enter into an agreement, a copy of which is attached, in which they agree to reimburse the department if they voluntarily resign within 4 years of behind hired. The repayment schedule will be prorated as follows:

A. If a law enforcement officer resigns less than one year after hire, one hundred percent.
B. If a law enforcement officer resigns one year or more but less than two years after hire, seventy five percent.
C. If a law enforcement officer resigns two years or more but less than three years after hire, fifty percent.
D. If a law enforcement officer resigns three years or more but less than four years after hire, twenty five percent

Memorandum of Understanding between

City of Waterloo & the Waterloo Police Protective Association

June 2022

The City of Waterloo, hereafter referred to as "*the City"* and the Waterloo Police Protective Association, hereafter referred to as "*the Union",* cooperatively and voluntarily enter into this memorandum of understanding relating to the restructuring of the wage scale for regular full-time police officers and the creation of a lateral incentive for current and future police officers.

The City and the Union acknowledge the difficulty in recruiting and retaining entry level and currently certified officers and believe the changes outlined in this memorandum of understanding will provide the Employer a more competitive compensation package to recruit new police officers and a more accelerated wage scale to retain officers with whom the City has made significant financial investments in through training.

This memorandum of understanding shall take effect once this resolution is ratified by City Council except Article 5 (wage scale adjustment) which shall begin July 1st, 2022. This MOU will serve as an addendum to the current collective bargaining agreement between the City and the Union; set to expire June 30th, 2023.

Article 11: Vacation

Newly hired police officers, who have already achieved Iowa certification shall be eligible for an accelerated vacation schedule as outlined below:

Newly hired certified officers with less than 2 years of experience prior to beginning employment with the City shall receive 40 hours of vacation upon completion of FTO and 112 hours of vacation of completion of 1 year of service with the City.

Newly hired certified officers with more than 2 years of experience prior to beginning employment with the City shall receive 80 hours of vacation upon completion of FTO and 160 hours of vacation of completion of 1 year of service with the City.

Article 14: Sick Leave

Newly hired certified police officers shall receive 80 hours of sick leave upon his/her first day of employment with the City.

Memorandum of Understanding between

City of Waterloo & the Waterloo Police Protective Association

June 2022

Article 5: Wages:

7/1/22	Hourly Rate
22-00	$31.28
22-01	$32.22
22-02	$33.83
22-03	$34.84
22-04	$36.48
22-05	$37.58
22-06	$38.80
22-08	$40.06
22-10	$41.36

Replace the current 15-year wage scale for officers with a restructured 10-year wage scale for officers.

Officers will be transitioned from his/her step on the current wage scale to a step commensurate with his/her years of service with the City as agreed upon by both the City and the Union.

Article 5-1: Wages:

Furthermore, certified officers may be given credit for previous years of service and placed on the wage scale up to and including Step 04. This shall be retroactive for recent hires, who were previously certified, by the City to ensure all employees are treated equally – if and when a certified officer with similar experience is hired by the City.

For the City: Mayor

For the Waterloo Police Protective Association

For the City: Human Resources Director

CITY OF WATERLOO

Council Communication

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 cyber liability with Cowbell, together with the with recommendation of approval from the Insurance Committee, and authorize the City Clerk to execute necessary documents.

City Council Meeting: 6/20/2022
Prepared: 6/24/2020

SUBJECT:	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 cyber liability with Cowbell, together with the with recommendation of approval from the Insurance Committee, and authorize the City Clerk to execute necessary documents.
Submitted by:	Submitted By: Kelley Felchle, City Clerk
Recommended Action:	Approval
Expenditure Required/Source of Funds:	$1,808,259

CITY OF WATERLOO

Council Communication

Resolution approving Renewal Agreement with Delta Dental for fees associated with administration and authorizing the Mayor and City Clerk to execute said documents.

City Council Meeting: 6/20/2022
Prepared: 5/24/2022

ATTACHMENTS:

	Description	Type
	Delta Resolution	Resolution Letter
	Health and Dental Resolution Letter	Resolution Letter

SUBJECT:	Resolution approving Renewal Agreement with Delta Dental for fees associated with administration and authorizing the Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Lance Dunn, Human Resources Director

City of Waterloo
Group # 32559
Rating Period 7/1/22 through 6/30/23
Financial Exhibit

Experience Period Claims Paid 1/1/21 through 12/31/21

Claims Paid 1/1/21 through 12/31/21	$519,732
Adjustment of Claims to Incurred Basis	$16,074
Incurred Claims	$535,806
Trend in Claims	$32,470
Projected Claims Based on Current Experience	$568,276
Claims and Enrollment Fluctuation Adjustment	($41,916)
Projected Annual Claims Based on Current Enrollment	$526,360

Fixed Fees	**Per Contract**	
Operating Costs	$5.06	$35,946
Broker Fee	$0.00	$0
Subtotal Fixed Fees	$5.06	$35,946
Projected Annual Expense		$562,306

I acknowledge acceptance of this renewal at the rates shown above.

Percent of Premium Contributed by Employer: Single_____% Family _____%

Total Employees Enrolled: _____ Total Employees Eligible: _____

Signature of Group Administrator
Please sign and return to fax # 888-337-5157

E-Mail Address

Date

Delta Dental PPO℠

Current Enrollment

Single	Family
119	473

Projected Claim Factors 7/1/22 through 6/30/23

Single	Family
$27.04	$85.93

Fixed Fees
Cost Per Contract

Current	Renewal
$4.91	$5.06

Suggested Rates 7/1/22 through 6/30/23

Single	Family
$28.88	$91.80

DELTA DENTAL OF IOWA

CITY OF WATERLOO, IOWA

HUMAN RESOURCES DEPARTMENT

715 Mulberry St. • Waterloo, IA 50703 • Phone (319) 291-4303 Fax (319) 291-4569

May 24, 2022

Mayor
QUENTIN
HART

COUNCIL
MEMBERS
.....

JOHN
CHILES
Ward 1

JONATHAN
GRIEDER
Ward 2

NIA
WILDER
Ward 3

JEROME
AMOS, JR.
Ward 4

RAY
FEUSS
Ward 5

ROB
NICHOLS
At-Large

DAVE
BOESEN
At-Large

Mayor and City Council

I am requesting that the City Council authorize the Mayor and the City Clerk to sign and execute the renewal agreement with Wellmark for Administration, Network Access Fees (NAF), Stop Loss Fees, and Delta Dental Fixed fees. The one-year agreement for covered employee and retiree plans will be effective July 1, 2022.

It is anticipated that the cost for the Wellmark administration, network access and stop loss premium will be $1,993,107 at the end of this fiscal year. The Delta Dental fixed costs are projected to be $35,946 at the end of this fiscal year and it is anticipated there will be a slight increase next fiscal year. The final costs for this fiscal year and next fiscal year will vary depending on the number of actual employees and dependents covered and the number of claims filed by the health and dental insurance plans

Sincerely,

Lance Dunn
Human Resources Director

Cc: file

CITY OF WATERLOO

Council Communication

Resolution approving Renewal Agreement with Wellmark Blue Cross Blue Shield for fees associated with administration, network access and stop loss and authorizing the Mayor and City Clerk to execute said documents.

City Council Meeting: 6/20/2022
Prepared: 5/24/2022

ATTACHMENTS:

	Description	Type
▫	Health and Dental Resolution Letter	Resolution Letter
▫	Wellmark Resolution	Resolution Letter

SUBJECT:	Resolution approving Renewal Agreement with Wellmark Blue Cross Blue Shield for fees associated with administration, network access and stop loss and authorizing the Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Lance Dunn, Human Resources Director

CITY OF WATERLOO, IOWA

HUMAN RESOURCES DEPARTMENT
715 Mulberry St. • Waterloo, IA 50703 • Phone (319) 291-4303 Fax (319) 291-4569

Mayor
QUENTIN
HART

COUNCIL
MEMBERS
.....

JOHN
CHILES
Ward 1

JONATHAN
GRIEDER
Ward 2

NIA
WILDER
Ward 3

JEROME
AMOS, JR.
Ward 4

RAY
FEUSS
Ward 5

ROB
NICHOLS
At-Large

DAVE
BOESEN
At-Large

May 24, 2022

Mayor and City Council

I am requesting that the City Council authorize the Mayor and the City Clerk to sign and execute the renewal agreement with Wellmark for Administration, Network Access Fees (NAF), Stop Loss Fees, and Delta Dental Fixed fees. The one-year agreement for covered employee and retiree plans will be effective July 1, 2022.

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Sincerely,

Lance Dunn
Human Resources Director

Cc: file

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ACCOUNT INFORMATION AND BINDER AGREEMENT

CITY OF WATERLOO	7/1/2022	00014392	0000XA025
Account Legal Name	Effective Date	Account Key	Group Number

Physical Address

715 MULBERRY ST
Address Line 1

_
Address Line 2

WATERLOO
City

IA
State

50703-5714
Zip

Billing Address (if different than physical address)

☐ Alternate Location

☐ 3rd Party Billing Service *(If checked, account acknowledges the Wellmark Group Statement or premium invoice, delivered periodically to any third party service provider, can be viewed by account, by registering for electronic billing at Wellmark.com.)*

715 MULBERRY ST
Address Line 1

_
Address Line 2

WATERLOO
City

IA
State

50703-5714
Zip

Authorized Health Plan Representatives

An authorized health plan representative is an employee of the **Account** (not the Producer) who is authorized to request and receive the minimum necessary protected health plan information about the group health plan's members in order to perform their day-to-day job functions of administering benefits for participants of the plan. The following individual employees are authorized health plan representatives.

7/1/2022
Effective Date

Name	Title	Email	Phone
Lance Dunn	HR Director	Lance.dunn@waterloo-ia.org	319-291-4522 x 3008

Authorized Health Plan Representatives (continued)

Name	Title	Email	Phone
Michelle Weidner	Chief Financial Officer	michelle.weidner@waterloo-ia.org	319-291-4323
Nikki Fischels	HR Specialist, Payroll & Benefits	NICOLE.FISCHELS@WATERLOO-IA.ORG	319-291-4522 EXT 3373

Producer Designation

No Producer Designated

Account requests that Wellmark recognize the following individual and firm as the designated employee benefits and insurance producer.

Designation of Producer Effective Date

Primary Producer Name | Producer Firm Name | Producer Number

Producer Firm Address 1 | City | State | Zip

Primary Contact Name | Email | Phone

Authorization to Release Group Health Plan Information and Protected Health Information to Consultant

By signing below, the Employer hereby authorizes and directs Wellmark, Inc. to disclose to the above, designated Consultant certain group health plan information and Protected Health Information regarding participants in the employer-sponsored group health plan for the purpose of the Consultant's administration of the Employer's group health plan. The Employer authorizes Wellmark to disclose such information via secure online access through Wellmark's website, including the following website applications which contain information the Employer considers necessary to provide to the Consultant in order to conduct operations of the Employer's group health plan:

- Member Maintenance/Update Member Information
- Employer Reports
- Update Other Insurance Information/Coordination of Benefits
- Check Claims Status
- eBilling Services
- Eligibility Verification Benefits Information (EVBI)

☐ Yes, I authorize my Consultant to access this information.

Producer Designation (continued)

By signing below, the Employer authorizes Wellmark to provide the Consultant access to this information on an ongoing basis without further authorization. The Employer represents and agrees that 1) The Consultant is considered a Business Associate of the Employer, not Wellmark, Inc., 2) The information to be disclosed is considered confidential, 3) The Consultant has provided satisfactory assurance to the Employer that the Consultant will properly safeguard and not further disclose the information, 4) Wellmark shall not be liable or responsible for any misuse or wrongful disclosure of such information by the Employer or its Consultant, 5) The Employer agrees to indemnify and hold Wellmark harmless from and against any claim, cause of action, liability, damage, cost or expense, including attorney's fees and court or proceeding costs, arising out of, or in connection with, any misuse or wrongful disclosure of the information by the Employer, or its Consultant. The Employer acknowledges that the Consultant will be required to agree to Wellmark's website terms and conditions upon registering for access to such information.

☒ No, I do not authorize my Consultant to access this information.

Secondary Consultant

There is no secondary consultant on file. You may add one below.

Secondary Consultant Name	Email Address	Phone

Authorization to Release Protected Health Information for Third-Party Explanation of Benefits

Not Applicable

General Account Information

Wellmark Account Manager	Rep ID#
Devonne Harford	00000044

Contact Month	Plan Year Month	Unique Alpha Prefix
February	July	CWW

Wellmark **IS** the Exclusive Carrier

Enrollment Method: Blues Enroll

Open Enrollment Period*

**Enrollment Period is the period in which employees can enroll within a plan or plans, and/or when written application materials are provided to employees, if sooner.*

The account will hold an open enrollment: ☐ YES ☐ NO

If YES, fill in open enrollment period dates:

Starting date	Ending date
November 2022	December 2022

Funding Arrangement

☐ This self-funded account will be developing our own SBCs to distribute. (*If you modify or opt out of using the standard, Wellmark-provided SBCs, please be aware that Wellmark will not be able to retain or distribute your customized SBCs to your employees.*)

General Account Information (continued)

Self Funded	Wellmark	48/12 Ind SL $100K
Funding Arrangement	Stop Loss Carrier	Stop Loss Terms/Lines of Business

Terminal Rider applies: ☐ YES ☒ NO *(If yes, Signed exhibit page attached.)*

Value Based Program elected : ☐ YES ☒ NO

Product

☒ Health ☒ Pharmacy ☐ Dental

A group health plan may designate a state benchmark plan other than Iowa or South Dakota for purpose of determining compliance with essential health benefit (EHB) requirements.
Benchmark Exception for EHB? ☐ YES ☒ NO If yes, list State _____

Guarantees

Not Applicable

Health Care Management Services

Self Funded - LIVONGO

See Attached Rate Exhibit

Representation of Grandfathered Status under the Affordable Care Act

Not Applicable

COBRA

Not Applicable

This Large Group Account Information and Binder Agreement ("Binder Agreement") serves solely as evidence of Wellmark's agreement to provide the health insurance coverage or administrative services and to provide services for any applicable stop loss insurance coverage indicated above. The Account agrees to the terms and payment obligations stated herein and agrees to pay Wellmark the applicable rates, administrative fees, and/or stop loss premium stated in the attached documentation. Execution of the Binder Agreement by the Account authorizes Wellmark to implement the administration of this coverage including the processing and settlement of claims for members of the Account's group health plan incurred within the Rating Period stated in the attached Rating Exhibit. On or about the effective date of coverage, Wellmark shall issue and execute a definitive agreement which may be a Group Insurance Policy, Administrative Services Agreement and or Stop Loss Policy, depending on the nature of the group health plan. The definitive Agreement will set forth the rights and responsibilities of Wellmark and the Account. Account's payment to Wellmark of the applicable fees as of the effective date is evidence of Account's agreement to the terms specified in the definitive agreement.

Signatures on this Binder Agreement confirm that the Binder Agreement and the subsequent definitive agreement are issued for delivery in either Iowa or South Dakota, as applicable. Account understands and agrees that Wellmark defines a National Account as any company headquartered in Wellmark's service area of Iowa or South Dakota but which also has employees working at locations in other states whose claims are processed through the Blue Cross and Blue Shield Association's Blue Card program. If the Account is not headquartered in Wellmark's service area, coverage may be limited to employees associated with Account locations in Wellmark's service, and coverage will be void for any persons associated with Account locations outside Wellmark's Service Area unless express consent is obtained from the local Blue Cross or Blue Shield licensee.

Account acknowledges and agrees that it has reviewed and approved this Binder Agreement and all attachments. Account acknowledges Wellmark will rely on the information contained in this Binder Agreement, and all of the attachments hereto, including but not limited to the SBC Employer Data Form, Medicare Secondary Payer Addendum, Rate Exhibits, Health and Care Management rates, Online Benefit Summary (OBS), COBRA Agreements, representations of grandfathered status and any performance guarantee information. Account represents to Wellmark that the information contained herein is correct.

This Binder Agreement shall expire upon Wellmark's issuance and execution of the definitive agreement (either the Group Insurance Policy, or Administrative Services Agreement and Stop Loss Policy, if applicable), EXCEPT that any COBRA Agreements, Health and Care Management Programs/Services Rating Exhibit, will remain in effect and become a part of the definitive agreement. It is understood that the Wellmark may continue to rely on the designations of individuals and authorizations made herein until the Account withdraws such designations or authorizations or provides updated designations and authorizations. It is understood and agreed that the terms and conditions of the definitive agreement and benefits document(s) issued by Wellmark to the Account, and the terms and conditions of the definitive stop loss policy issued by stop loss carrier, if any, shall govern and control the terms stated in this Binder. Any inconsistency between this Binder Agreement, including attachments, and any subsequently issued definitive agreement(s) shall be construed in favor of the subsequently issued definitive agreement. This Binder Agreement shall be governed in accordance with Iowa Law.

ACCOUNT:

	Lance Dunn
By (sign here)	Printed Name
HR Director	
Title	Date

For Internal Use Only

XA Account	Renewal-Benefit Change

Adding Livongo - Prevention and Management - Milestone.
Adding CVS specialty exclusive & copay card program

Notes

Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

Self Funded FINAL Alternate Rates

Group Name: *City of Waterloo*
Account Key: *00014392*
Rating Period: *07/01/2022 to 06/30/2023*

Alternate Benefit Offering

OBS #188067-65 / #188067-66
Alliance Select
Deductible: $500/$1,000;$1,000/$2,000
Coinsurance: 20% / 40%
OPM: $1,000/$2,000;$2,000/$4,000
Office Visit Copay: See OBS
BlueRx Complete
Deductible: $0 / $0
Copay: $15/$30/$50

Enrollment

121 Single
449 Family

570 Total

Stop Loss Terms

Contract: 48/12
Monthly Aggregate Option: No
Payment Terms: Actual Weekly

	Level	Fee/Contract	Estimated Annual Premium Based on Current Enrollment
Individual Stop Loss	$100,000	$235.67	$1,611,983
Aggregate Stop Loss	120%	$2.49	$17,032
Administrative Fees - Health	w/weekly settlement	$41.90	$286,596
Administrative Fees - PBM		$1.10	$7,524
	Consultant Fee	$0.00	$0
	Total Administrative Fees	$281.16	$1,923,134
Network Access Fee		$10.23	$69,973

	Single	Family	Annual Projection
Expected Claims	$736.92	$1,842.31	$10,996,375
Administrative, NAF & Stop Loss Fees	$133.57	$333.92	$1,993,104
Estimated Suggested Rates*	$870.49	$2,176.23	$12,989,479
Attachment Points	$884.31	$2,210.78	$13,195,701
Administrative, NAF & Stop Loss Fees	$133.57	$333.92	$1,993,104
Estimated Maximum Liability to Fund*	$1,017.88	$2,544.70	$15,188,805

*Actual results may vary. Also, rates provided include administrative costs based on the entire group population.
Individual Stop Loss includes coverage for Health and Drug and is based on a lifetime maximum of unlimited.
Aggregate Stop Loss includes coverage for Health and Drug. The maximum Aggregate reimbursement is unlimited.

Employer Signature: _____ Date: _____

Comments:

Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

Self Funded FINAL Alternate Rates

Group Name:	*City of Waterloo*
Account Key:	*00014392*
Rating Period:	*07/01/2022 to 06/30/2023*

Consultant fee, if applicable, is an amount determined by the consultant and employer, and included here for the convenience of the employer to understand the total cost of services from Wellmark and the consultant. The consultant fee will be invoiced by Wellmark pursuant to agreement between Wellmark, Employer and Consultant.

Wellmark is not providing any legal or professional advice with regard to compliance of any federal or state law, regulations, or guidance. Law, regulations and guidance on specific provisions has been and will continue to be provided by the appropriate federal and state agencies and regulators. The information provided reflects Wellmark's understanding of the most current information and is subject to change without further notice. Please note that plan benefits, rates, renewal rate adjustments, and rating impact calculations are subject to change and may be revised during a plan's rating period based on guidance and regulations issued by the appropriate federal and state agencies and regulators. Wellmark makes no representation as to the impact of plan changes on a plan's grandfathered status or interpretation or implementation of any other provisions of law or regulation.

Wellmark will not determine whether coverage is discriminatory or otherwise in violation of Internal Revenue Code Section 105(h). Wellmark also will not provide any testing for compliance with Internal Revenue Code Section 105(h). Wellmark will not be held liable for any penalties or other losses resulting from any employer offering coverage in violation of section 105(h). Wellmark will not determine whether any change in an Employer Administered Funding Arrangement affects a health plan's grandfathered health plan status under ACA or otherwise complies with ACA. Wellmark will not be held liable for any penalties or other losses resulting from any Employer Administered Funding Arrangement. For purposes of this paragraph, an "Employer Administered Funding Arrangement" is an arrangement administered by an employer in which the employer contributes toward the member's share of benefit costs (such as the member's deductible, coinsurance, or copayments) in the absence of which the member would be financially responsible. An Employer Administrative Funding Arrangement does not include the employer's contribution to health insurance premiums or rates.

The subrogation and third-party liability recovery vendor(s) retain a service fee calculated as a percentage of the recovered amount after deductions for attorneys' fees and costs. For subrogation or third-party liability cases initiated during the Rating Period, the subrogation/third-party liability recovery vendor's service fee is 19.5% of the recovered amount. This fee is subject to change. The final recovered amount received from the vendor is credited to Account. Wellmark's agreement with the subrogation and third-party liability recovery vendor may from time to time allow for the application of no vendor service fees to amounts recovered during that period of time. Any subrogation or third-party liability recovery amount obtained by the vendor on behalf of the Account during that time period will be provided to Account without application of the vendor service fee.

Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

MEDICARE COMPLIANCE

The purpose of this communication is to notify employers of the mandatory reporting requirements of the Medicare, Medicaid, and SCHIP Extension Act of 2007 which were passed into law in July 2008. Your cooperation in providing the necessary employer data and data for each employee and dependent is needed in order to comply with the requirements.

The Section 111 mandates of the law help payers identify when the Centers for Medicare and Medicaid Services (CMS) should pay secondary to employer group health coverage. The goal includes reducing the amount CMS may pay as primary when they should have paid as secondary.

Under the requirements, all health plan, liability, no fault and workers compensation coverages must register with CMS as a Responsible Reporting Entity (RRE) and must report to CMS employer and member information. In order to fulfill the mandated requirements and report accurately to CMS, Wellmark, as a RRE, must gather and groups must provide the following information:

- Employer Tax Identification Number (ETIN)
- Evidence of status as a Commonly Owned/Controlled Group of Organizations, Multi/Multiple Employer Group health plan (such as an Association or Trust), Hour Bank or Union health plan
- Total number of group employees/group size
- Social Security Numbers (SSNs) or Health Insurance Claim Numbers (HICNs) of active employees, spouses, domestic partners
- SSNs or HICNs for those dependents with end stage renal disease (ESRD) or disabled
- Status of all employees and effective date of that status (i.e. active, COBRA, retired)
- Disability information begin or end dates, if known

Please take a moment to complete the Confirmation of Medicare Secondary Payer (MSP) Addendum form. This will allow us to capture your employer data for reporting to CMS. Member data is gathered through the use of the group's existing enrollment and eligibility data collection channels, which may include paper applications or electronic data exchanges and should be provided through those processes.

Failure to provide the group information requested on the attached Confirmation of MSP Addendum can result in penalties being assessed to the group including, but not limited to, $1,000 per day per member for not accurately reporting to CMS and/or an excise tax equivalent to 25 percent of the employer's group health plan expenses for the relevant year.

Clear Form

Wellmark

Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

FOR ADMINISTRATIVE USE ONLY
New Group: Group # _____
Coverage Effective Date: _____/_____/_____

CONFIRMATION OF MSP ADDENDUM

ALL NEW AND RENEWAL GROUPS ARE REQUIRED TO SUBMIT A COMPLETED FORM. FAILURE TO SUBMIT A COMPLETED FORM WILL DELAY THE INITIAL ENROLLMENT OR RENEWAL PROCESS UNTIL THIS FORM IS SUBMITTED.

Part A - Employer Information

Please complete a separate confirmation form for each Employer Tax Identification Number you use to report employee earnings to the Internal Revenue Service (IRS). See the Medicare Secondary Payer Definitions page (M-1756) for more information on terms shown in italics.

Employer Tax Identification Number: 4 2 6 0 0 5 3 2 7

Group Number (Renewing Groups Only): XA025

Employer Name: City of Waterloo

Employer Address: 715 Mulberry Street

City: Waterloo State: IA Zip: 50703

Contact Person: Lance Dunn

Telephone Number: 319-291-4303 E-mail Address (optional): _____

1. Did your organization make contributions on behalf of any employee who was covered under a *collectively bargained Health and Welfare Fund* (i.e., union plan) during the previous calendar year? ☒ Yes ☐ No
2. Did you have 20 or more *employees* for 20 or more calendar weeks (this includes all full-time, *part-time,* intermittent, *leased* and/or seasonal employees, not just those eligible or enrolled employees) during the previous or current calendar year? If no, in the event you experience a change, you must notify Wellmark when this change occurs. ☒ Yes ☐ No
3. Did you have 100 or more *employees* during 50 percent of your business days (this includes all full-time, *part-time,* intermittent, *leased* and/or seasonal employees, not just those eligible or enrolled employees) during the previous calendar year? ☒ Yes ☐ No
4. Did your organization participate in a *multi* or *multiple employer group health plan* (more than one employer in group, i.e., Multiple Employer Welfare Association) during the previous calendar year? ☐ Yes ☒ No
   If yes, what is the name and address of the *multi* or *multiple employer plan?*
   Name: _____
   Address: _____
   City: _____ State: _____ Zip: _____
5. Was your organization part of a commonly owned or commonly controlled group of organizations during the previous calendar year? ☐ Yes ☒ No
   If yes, what is the name and address of the *commonly owned/controlled entity?*

Name: _____ Name: _____
Address: _____ Address: _____
City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____

Part B - Employer Certification

I certify that the information provided is accurate and truthful. All information will be used to identify the *Medicare Secondary Payer* status of *Medicare*-enrolled *employees.*

_____ _____/_____/_____
Signature Date

Send completed MSP form based on following:			
IA & SD Large Groups (new or renewal)	IA & SD Small Groups (new or renewing with benefit changes)	IA Small Groups renewing with no benefit change - send this form to:	SD Small Groups renewing with no benefit change
Submit this completed MSP form with group's health plan new or renewal paperwork	Submit this completed MSP form with group's health plan new or renewal paperwork	Fax: (515) 376-9044 or Wellmark, Inc. PO Box 9232 – Mail Station 3W396 Des Moines, IA 50306-9232	Send this completed MSP form to: Wellmark, Inc. PO Box 5023 – Station 338 Sioux Falls, SD 57117-5023

Note: This is a summary of benefits under this plan, not a statement of contract. The actual terms and conditions of coverage will be specified in the Group Insurance Policy issued by Wellmark or the Administrative Services Agreement between Wellmark and the entity below, as well as the Benefits Certificate and any amendments thereto.

Benefit Summary - CITY OF WATERLOO
Group Number/BU: XA025- Group Product Summary ID: 188067-65 Coverage Code:
Prefix: CWW Benefit Dates: 07/01/2022 - 06/30/2023 Summary Status: **Rating**
Account Manager: Harford, DeVonne
CITY OF WATERLOO PPO

Group Information	
Group Street Address 1:	715 Mulberry Street
Group Street Address 2:	
City/State/ZIP:	Waterloo , IA 50703-5714
Product/Version:	Alliance Select (201009)

Account Signature_____ Date _____

General

Renewing group

Self-funded arrangement

Non-ERISA group plan

Group is a government entity

Union group

Plan year begins on: 07/01

Healthcare Reform Non-Grandfathered Plan

Benefit period is calendar year

BlueCard PPO - In states with no PPO or PPO specialty, providers are treated as PPO as determined by Wellmark and the local Blue plan

Additional general information: Summary Plan Description (SPD) produced by Wellmark

Eligibility

An eligible child is married or unmarried and is under 26 years of age.

An eligible child is an unmarried dependent full-time student regardless of age.

An eligible child is disabled before age 26 and remains unmarried after age 26.

An eligible child is unmarried and disabled while a full-time student after age 26.

Dependent coverage terminates at the end of the month

Two-way rate (single/family)

Unmarried domestic partners are NOT covered

Certificate coverage ends at the end of the month

Subrogation applies

Standard administration of coordination of benefits (COB)

Routine maternity benefits apply to employee/spouse/dependent

Do not include ERISA Information Requirements language

Coordination of benefits rules apply to members when Medicare is the primary payer

Preexisting Condition Exclusion Periods

New hires and special enrollees are covered when first eligible or at each group renewal.

New hires and special enrollees are NOT subject to preexisting condition exclusion periods

Late enrollees (a member who is not a new hire or special enrollee) may enroll at group's enrollment period in January

Late enrollees are NOT subject to preexisting condition exclusion periods

Deductibles

Coverage has benefit period deductibles

Single deductible for PPO providers is: $ 500

Single deductible for non-PPO providers is: $ 1,000

Family deductible for PPO providers is: $ 1,000

Family deductible for non-PPO providers is: $ 2,000

Tiered deductible amounts are aggregate (both ways) - PPO and non-PPO deductibles apply to each other

Member has benefits after single deductible met. Entire family has benefits after family deductible has been met (or if a two-person amount is listed, then for two-person contracts, entire family has benefits after the two-person deductible has been met)

Deductible from the previous 4th quarter will NOT carry over to this year's benefit period deductible

Common accident deductible does NOT apply

No Wellmark-to-Wellmark deductible credit. Credits will not transfer from one Wellmark employer group to another Wellmark employer group.

Telehealth services provided by a physician's office follow office visit deductible administration

Physician services for well-child care are NOT subject to the deductible

Physician services for newborn care are NOT subject to the deductible

Facility services for well-child care are NOT subject to the deductible

Facility services for newborn's initial hospitalization are NOT subject to the deductible

PPO outpatient preventive care is NOT subject to the deductible

PPO office services and PPO independent lab fees are NOT subject to the deductible

PPO urgent care services are NOT subject to the deductible

Most outpatient x-ray/lab services from PPO facilities are subject to the deductible

One postpartum home visit is NOT subject to the deductible

All services with copays are NOT subject to the deductible

Preventive care (other than routine vision exams) from PPO providers is NOT subject to the deductible

Preventive care from participating providers is NOT subject to the deductible

Preventive 3D mammography (digital breast tomosynthesis) from PPO or participating providers is NOT subject to the deductible

Routine vision exams from PPO providers are NOT subject to the deductible

Prosthetic limbs from PPO providers are NOT subject to the deductible

Other services NOT subject to the deductible are: PPO independent lab for MHCD services

Copay

Primary Care Practitioner (PCP) is defined as General Practice, Family Practice, Internal Medicine, Obstetrics/gynecology, Pediatricians, Nurse Practitioners, Certified Nurse Midwives, and Physician Assistants.

Office PCP copay - includes MHCD unless stated otherwise is: $ 20

Chiropractors, Speech Pathologists, Physical Therapists, and Occupational Therapists office copay amount is the same as the office PCP amount listed above

All other providers are Non-Primary Care Practitioners (Non-PCP).

Office non-PCP copay - includes MHCD unless stated otherwise is: $ 40

Office visit copay includes telehealth services provided by a physician's office

Office visit copay applies to services received from PPO practitioners

Office visit copay is taken once per practitioner per date of service

Office visit copay applies to any office services

Preventive care (other than routine vision exams) is NOT subject to the office visit copay (copay is waived for preventive care)

Preventive 3D mammography (digital breast tomosynthesis) is NOT subject to the office visit copay (copay is waived for preventive 3D mammography)

Routine vision exams are NOT subject to the office visit copay (copay is waived for routine vision exams)

Services NOT subject to office visit copay are: MHCD services

Office visit copay applies to the out-of-pocket maximum. Copay does NOT continue after the out-of-pocket maximum is met

Deductible does NOT follow office visit copay

Coinsurance does NOT follow office visit copay

The following services have a different office visit copay: Acupuncture: $20 copay

Urgent care copay is: $ 20

Urgent care copay applies to services received from both facility and practitioner combined

Urgent care copay applies to services received from PPO providers

Urgent care copay is taken once per provider, per date of service

Urgent care copay applies to all urgent care services

Urgent care copay applies to the out-of-pocket maximum. Copay does NOT continue after the out-of-pocket maximum is met

Deductible does NOT follow urgent care copay

Coinsurance does NOT follow urgent care copay

Telehealth vendor copay is: $ 20

Telehealth vendor mental health/chemical dependency copay is: $ 0

Telehealth vendor copay is taken once per provider per date of service

Telehealth vendor copay applies to the out-of-pocket maximum. Copay does NOT continue after the out-of-pocket maximum is met

Deductible does NOT follow telehealth vendor copay

Coinsurance does NOT follow telehealth vendor copay

Coinsurance

Coinsurance for PPO providers is the following percentage: 20

Coinsurance for non-PPO providers is the following percentage: 40

Telehealth services provided by a physician's office follow office visit coinsurance administration

One postpartum home visit is NOT subject to coinsurance

Services subject to copay are NOT subject to coinsurance

Preventive care (other than routine vision exams) from PPO providers is NOT subject to coinsurance

Preventive care from participating providers is NOT subject to the coinsurance

Preventive 3D mammography (digital breast tomosynthesis) from PPO or participating providers is NOT subject to coinsurance

Routine vision exams from PPO providers are NOT subject to coinsurance

Other services NOT subject to coinsurance are: PPO independent lab for MHCD services

Out of Pocket Maximum

Out-of-pocket maximums apply

Single out-of-pocket maximum for PPO providers is: $ 1,000

Single out-of-pocket maximum for non-PPO providers is: $ 2,000

Family out-of-pocket maximum for PPO providers is: $ 2,000

Family out-of-pocket maximum for non-PPO providers is: $ 4,000

Participating providers are subject to the PPO OPM

Tiered out-of-pocket maximum amounts are aggregate (both ways) - PPO and non-PPO out-of-pocket maximum amounts apply to each other

Member has benefits after single OPM met. Entire family has benefits after family OPM has been met (or if a two-person amount is listed, then for two-person contracts, entire family has benefits after the two-person OPM has been met)

Deductible amounts apply to the out-of-pocket maximum

Coinsurance for all services apply to the out-of-pocket maximum

Deductible from the previous 4th quarter will NOT carry over to the out-of-pocket maximum

for this year

Coinsurance from the previous 4th quarter will NOT carry over to the out-of-pocket maximum for this year

No Wellmark-to-Wellmark out-of-pocket credit. Credits will not transfer from one Wellmark employer group to another Wellmark employer group

Lifetime Maximum

Lifetime maximum is unlimited

Lifetime maximum for hospice respite is limited to 15 days inpatient/15 days outpatient

Facility Services

Iowa Psychiatric Medical Institutions for Children are covered according to state mandate

The cost of blood and administration is covered

Nonparticipating facility claims are based on maximum allowable fee

Facility based skilled nursing services are covered. Services must be ordered and certified by your attending physician.

Practitioner Services

Advanced nurse practitioners are covered

Physician assistants are covered

Licensed marriage family therapists are covered.

Licensed mental health counselors are covered.

Dental treatment for accidental injury (excluding acts of chewing) is covered if initiated within 12 months of accident and completed within 24 months

Surgical removal of impacted teeth is covered as an inpatient with a concurrent medical condition. Outpatient services are covered without a concurrent medical condition

Treatment of temporomandibular joint disorder is covered, except for routine dental services, dental restorations/extractions, and orthodontic treatment

Chiropractor services are covered as medically necessary

ABA Therapy for the treatment of Autism is covered according to state mandate with the following annual maximums: Through age 6 - $36,000; Age 7 through 13 - $25,000; Age 14 through 18 - $12,500; Age 19 and over - No benefits

Preventive Care/Immunizations/Mammography

Preventive physical exams are covered. A separate gynecological exam is also covered

One preventive physical exam per member per benefit period is covered

Women's preventive care services are covered according to the ACA mandate

Immunizations are covered (Travel Immunization excluded)

Mammography benefits are covered one per benefit period

Preventive Pap smears are unlimited

One routine vision exam (including refraction) per benefit period is covered

Well-child and newborn care is covered according to mandate

Hearing aids are covered (and are subject to applicable cost share unless otherwise indicated) as follows: limited to $1,000 every 36 months

Routine hearing exams are covered one per benefit period

Prescription Drugs/Contraceptives

Retail drugs are covered under a Prescription Drug Program

Prescription drugs/items for smoking cessation are covered under a Rx Program; related exams are covered under health

Smoking cessation consultations are included as part of preventive care

Contraceptives are covered. Oral and drug delivery devices, such as insertable rings and patches, are covered under a Rx Program; injected, implanted, and medical devices, such as intrauterine devices and diaphragms, are covered under health

Contraceptives covered under health are included as part of preventive care

Most specialty drugs are covered under the Prescription Drug Program, NOT under Health. Additional information for specialty drugs can be found at Wellmark.com

Other Services

Supplemental accidental injury benefits are NOT covered

Reminder Programs are NOT available

Diabetic education programs are covered from state certified programs for members diagnosed with diabetes

Hospice services are covered

Infertility benefits are NOT covered

Coverage for Home Medical Equipment is unlimited.

Bariatric surgery is covered

Major organ transplants are covered. Prior approval required.

Transplants are NOT limited to Blue Distinction Centers for Transplant

Telehealth services provided by Doctor on Demand are covered for the following services:

Medical/Pediatric

Mental health/chemical dependency services

Telehealth practitioner services are covered

Wigs are covered as follows: Wigs are covered with a diagnosis of cancer or alopecia without cost share and limited to $1000 per benefit period. Allowed amount is based on billed charge

Massage therapy is NOT covered

Acupuncture is covered

Elective abortions are NOT covered

Bereavement counseling is covered

Family counseling is covered

Diabetes Prevention services billed by Livongo are covered

Diabetes Management services billed by Livongo are covered

MHCD

Mental health/chemical dependency treatment is covered

Additional Information

Cost share waived for PPO and Par routine services including glucose screening without A1C, general health panel, basic or comprehensive metabolic panels and lipids panel. These services are covered when submitted with a routine physical dx

Cost share is waived for PPO and Par routine services including PSA testing, thyroid testing and venipuncture associated with labs. These services are covered when submitted with a routine physical diagnosis

Note: This is a summary of benefits under this plan, not a statement of contract. The actual terms and conditions of coverage will be specified in the Group Insurance Policy issued by Wellmark or the Administrative Services Agreement between Wellmark and the entity below, as well as the Benefits Certificate and any amendments thereto.

Benefit Summary - CITY OF WATERLOO
Group Number/BU: XA025- Group Product Summary ID: 188067-66 Coverage Code:
Prefix: Benefit Dates: 07/01/2022 - 06/30/2023 Summary Status: **Rating Completed**
Account Manager: Harford, DeVonne
CITY OF WATERLOO PPO RX

Group Information	
Group Street Address 1:	715 Mulberry Street
Group Street Address 2:	
City/State/ZIP:	Waterloo , IA 50703-5714
Product/Version:	Prescription Drug Program - Custom (201112)

Account Signature_____ Date _____

General

Wellmark Blue Cross Blue Shield of Iowa

BlueRx Complete (3-tier)

Renewal

Self-funded arrangement

Non-ERISA group plan

Large business group (301-750)

Group is a Government Entity

Benefit period is defined as calendar year

Healthcare Reform Non-Grandfathered Plan (ACA required drugs are covered and member cost-share is waived according to preventive care guidelines. A complete list of recommendations and guidelines related to ACA preventive services can be found at www.healthcare.gov)

Plan year begins on: 07/01

Additional information for General section: Summary Plan Description (SPD) produced by Wellmark

Eligibility

When benefits have been provided by another plan, Wellmark applies benefits the lesser of 1) the amount on the claim as the member's liability or 2) what we should have paid if the claim was submitted to us first.

Payment

Benefit period deductibles do NOT apply

Out-of-Pocket Maximum (OPM):

Single out-of-pocket maximum is $ 5,600

Family out-of-pocket maximum is $ 11,200

No Wellmark to Wellmark out-of-pocket credit. Credits will not transfer from one Wellmark employer group to another Wellmark employer group.

Member has benefits after single OPM met. Entire family has benefits after family OPM has been met (or if a two-person amount is listed, then for two-person contracts, entire family has benefits after the two-person OPM has been met)

Days Supply (per member cost-share): 30 days

Payment Application (per member cost-share):

Tier 1 copayment is $ 15

Tier 2 copayment is $ 30

Tier 3 copayment is $ 50

Specialty Drugs Payment Application (member cost-share per 30-day supply):

The payment application for specialty drugs is the same as listed above in the Payment Application section. Additional information for specialty drugs can be found at Wellmark.com

Pharmacy Durable Medical Equipment (DME):

Pharmacy durable medical equipment in-network coinsurance is % 20

Pharmacy durable medical equipment out-of-network coinsurance is % 40

90-Day Supply:

At retail pharmacy: 90-day supply of drugs available for 3 copayments OR coinsurance per 90-day supply

Through mail order: 90-day supply of drugs available for 2 copayments OR coinsurance per 90-day supply

Product Selection Penalty Rule: When a brand drug is obtained and there is an equivalent generic drug available, the member is responsible for paying their payment obligation for the equivalent generic (i.e. lowest payment application) and any remaining cost difference up to the maximum allowed fee for the brand name drug except when the provider writes "Dispense as Written" (in this case, the member pays only the appropriate payment application).

Benefits

Contraceptives are covered

Weight reduction drugs are NOT covered

Erectile Dysfunction drugs are covered

Prenatal Vitamins drugs are covered

Smoking Cessation: Prescription drugs only are covered

Specialty Drugs must be obtained through CVS Specialty Pharmacy only

CVS Specialty Copay Card Program applies

Prescription drugs and pharmacy durable medical equipment (if covered) covered when purchased through Participating and Non-Participating Pharmacies. Member must submit paper claim for reimbursement when purchased through a Non-Participating pharmacy.

Utilization Management Programs apply

Opioid Medication Management Program applies

Additional information for Benefits section:

Smoking cessation prescription drugs: copay is waived

Additional Information

Oral chemo medications: cost share is waived

CITY OF WATERLOO

Council Communication

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 7 percent increase for Police Captains and a 6 percent increase for the Batallion Chiefs, effective July 1, 2022.

City Council Meeting: 6/20/2022
Prepared: 6/16/2022

ATTACHMENTS:

	Description	Type
	Non-Bargaining Increase letter to the Mayor and Council	Backup Material

SUBJECT:	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 Batallion Chiefs, effective July 1, 2022.
Submitted by:	Submitted By: Lance Dunn, Human Resources Director

CITY OF WATERLOO, IOWA

HUMAN RESOURCES DEPARTMENT

715 Mulberry St. • Waterloo, IA 50703 • Phone (319) 291-4303 Fax (319) 291-4569

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

June 16, 2022

Mayor and City Council

I am writing in reference to the item on the City Council agenda that recommends a 2% across the board increase for a majority of the non-bargaining employees. This same increase will be granted to a majority of the bargaining unit employees under the various collective bargaining agreements. I am also including items that recommend a 12.1% increase for the Assistant Chief of Police and the Fire Chief, a 10.3% increase for Police Captains and a 6% increase for Battalion Chiefs. I have attached a chart that shows the proposed hourly rate and annual salary for each non-bargaining employee.

The finance Department has calculated an approximate cost of $476,611 for this increase with $379,496 of this amount coming from the general fund. The dollars to fund this increase were approved by the City Council for next year's budget with the exception of the increases for the Police Captains and Battalion Chiefs.

Sincerely,

Lance Dunn

Lance Dunn Human Resources Director

Cc: file

CITY OF WATERLOO

Council Communication

Resolution approving installation of a 25 MPH speed hump in the 100 block of Center Street.

City Council Meeting: 6/20/2022
Prepared: 6/6/2022

ATTACHMENTS:

	Description	Type
🗋	speed study	Backup Material
🗋	Map	Backup Material

SUBJECT:	Resolution approving installation of a 25 MPH speed hump in the 100 block of Center Street.
Submitted by:	Submitted By: Sandie Greco, Traffic Operations Director
Summary Statement:	A petition was received requesting a speed study in the 100 block of Center St. As a result of the study, the 100 block met the city's requirement with 85th percentile seed of 31 MPH. Speed hump will be installed by the Street Department.
Neighborhood Impact:	The Traffic Operations Department conducted the study with the recommendation to install the speed hump for safety concerns.

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

Petition For Installation of Speed Hump

SH #_386_

06192021

Mail, email, fax, or hand deliver to Traffic Operations at
Waterloo Public Works, 625 Glenwood Street, Waterloo
Phone: (319) 291 – 4440 Fax: (319) 232 - 0264
Sandie.Greco@waterloo-ia.org

I am requesting a speed hump to be installed at the location noted on this form. I have contacted all the immediate neighbors on the block and have noted their responses on this form.

My Address is: 141 - 127 CENTER ST.
Name: Jeremy @ LJ's Welding
Phone: 319 236-2844
Email: Jeremy@LJsWelding.com
Date: 1 Sept 2021

I am requesting speed humps for the following location:

Both ENDS of the block

For Office Use	
WPD	
WFR	
Engineering	
TOD	

I have contacted all the immediate neighbors on the block and these are the results:

Name	Address	Want Speed Hump			
		Yes (Signature)	No	Neutral	Not Contacted
Robert Adams					
B&B Lawn Care	124 Center St.				

CITY OF WATERLOO TRAFFIC

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

Site Code: 00000001
Station ID:

Latitude: 0' 0.0000 Undefined

WB

Start Time	1 3	4 6	7 9	10 12	13 15	16 18	19 21	22 24	25 27	28 30	31 33	34 36	37 39	40 999	Total	Pace Speed	Number in Pace
05/03/22	0	0	0	0	0	0	1	0	1	2	1	1	0	0	6	27-36	4
01:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	17-26	1
02:00	0	0	0	0	0	1	0	0	0	0	0	1	0	0	2	8-17	1
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	14-23	1
05:00	0	0	0	0	0	0	1	0	0	2	1	1	0	0	5	26-35	4
06:00	0	0	0	0	1	0	**2**	4	**7**	4	1	0	0	0	19	21-30	16
07:00	0	0	0	**1**	0	2	0	2	5	**5**	2	**2**	0	0	19	22-31	13
08:00	0	0	0	0	**2**	0	2	0	4	4	1	0	0	0	13	21-30	9
09:00	0	0	0	0	0	**3**	2	**7**	7	2	**4**	2	**3**	0	**30**	22-31	17
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
14:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
15:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
16:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
17:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
18:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
19:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
20:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
21:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
22:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
23:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Total	0	0	0	1	3	6	8	14	25	19	10	7	3	0	96		
Percent	0.0%	0.0%	0.0%	1.0%	3.1%	6.3%	8.3%	14.6%	26.0%	19.8%	10.4%	7.3%	3.1%	0.0%			
AM Peak				07:00	08:00	09:00	06:00	09:00	06:00	07:00	09:00	07:00	09:00		09:00		
Vol.				1	2	3	2	7	7	5	4	2	3		30		
PM Peak																	
Vol.																	
Total	0	0	5	192	516	372	335	553	880	938	590	236	85	20	4722		
Percent	0.0%	0.0%	0.1%	4.1%	10.9%	7.9%	7.1%	11.7%	18.6%	19.9%	12.5%	5.0%	1.8%	0.4%			

15th Percentile :	14 MPH
50th Percentile :	25 MPH
85th Percentile :	31 MPH
95th Percentile :	34 MPH

Stats

10 MPH Pace Speed :	24-33 MPH
Number in Pace :	2592
Percent in Pace :	54.9%
Number of Vehicles > 55 MPH :	0
Percent of Vehicles > 55 MPH :	0.0%
Mean Speed(Average) :	25 MPH

CITY OF WATERLOO TRAFFIC

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

Site Code: 00000001
Station ID:

Latitude: 0' 0.0000 Undefined

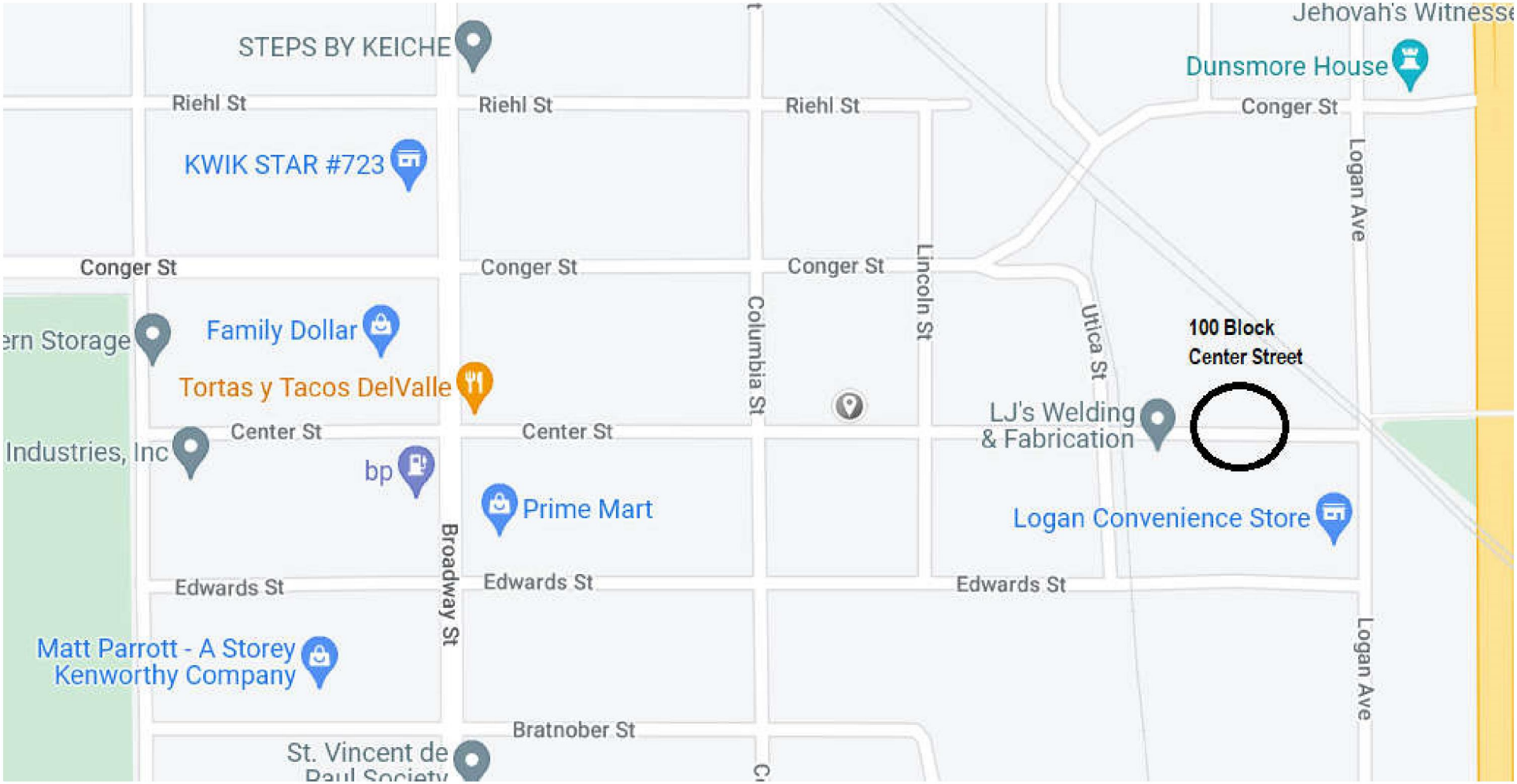
EB

Start Time	1 3	4 6	7 9	10 12	13 15	16 18	19 21	22 24	25 27	28 30	31 33	34 36	37 39	40 999	Total	Pace Speed	Number in Pace
05/03/22	0	0	0	0	0	1	1	2	1	1	0	0	0	0	6	21-30	4
01:00	0	0	0	0	0	0	0	0	1	1	2	1	0	0	5	27-36	4
02:00	0	0	0	0	0	0	0	0	1	1	0	0	0	0	2	20-29	2
03:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	17-26	1
04:00	0	0	0	0	0	0	1	0	0	1	0	0	0	0	2	21-30	1
05:00	0	0	0	0	1	1	2	3	6	3	0	1	0	0	17	21-30	13
06:00	0	0	0	1	1	0	1	2	3	4	0	1	1	0	14	22-31	9
07:00	0	0	0	1	1	0	4	2	5	11	0	1	0	0	25	21-30	19
08:00	0	0	0	2	2	1	0	2	4	5	2	0	0	0	18	22-31	12
09:00	0	0	1	1	2	4	4	3	9	8	4	0	0	0	36	24-33	22
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
14:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
15:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
16:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
17:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
18:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
19:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
20:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
21:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
22:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
23:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Total	0	0	1	5	7	7	13	14	31	35	8	4	1	0	126		
Percent	0.0%	0.0%	0.8%	4.0%	5.6%	5.6%	10.3%	11.1%	24.6%	27.8%	6.3%	3.2%	0.8%	0.0%			
AM Peak			09:00	08:00	08:00	09:00	07:00	05:00	09:00	07:00	09:00	01:00	06:00		09:00		
Vol.			1	2	2	4	4	3	9	11	4	1	1		36		
PM Peak Vol.																	
Total	0	0	16	156	317	425	510	897	1027	715	268	70	22	5	4428		
Percent	0.0%	0.0%	0.4%	3.5%	7.2%	9.6%	11.5%	20.3%	23.2%	16.1%	6.1%	1.6%	0.5%	0.1%			

15th Percentile :	16 MPH
50th Percentile :	23 MPH
85th Percentile :	28 MPH
95th Percentile :	31 MPH

Stats

10 MPH Pace Speed :	21-30 MPH
Number in Pace :	2809
Percent in Pace :	63.4%
Number of Vehicles > 55 MPH :	0
Percent of Vehicles > 55 MPH :	0.0%
Mean Speed(Average) :	23 MPH


STEPS BY KEICHE
Riehl St
Riehl St
Riehl St
Jehovah's Witnesse
Dunsmore House
Conger St
KWIK STAR #723
Logan Ave
Conger St
Conger St
Conger St
Lincoln St
Columbia St
Utica St
ern Storage
Family Dollar
100 Block
Center Street
Tortas y Tacos DelValle
Center St
Center St
LJ's Welding
& Fabrication
Industries, Inc
bp
Prime Mart
Logan Convenience Store
Broadway St
Edwards St
Edwards St
Edwards St
Logan Ave
Matt Parrott - A Storey
Kenworthy Company
Bratnober St
St. Vincent de

CITY OF WATERLOO

Council Communication

Resolution approving Aquatic Center Design Contract with InVision Architecture in the amount of $766,000.00, and authorizing the Mayor to execute said document.

City Council Meeting: 6/20/2022
Prepared: 6/7/2022

ATTACHMENTS:

Description	Type
InVision Proposal Aquatic Design	Backup Material
AIA Contract Byrnes Pool	Backup Material

SUBJECT:	Resolution approving Aquatic Center Design Contract with InVision Architecture in the amount of $766,000.00, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Paul Huting, Leisure Services Director
Recommended Action:	Recommend approval.
Summary Statement:	This contract will be for design services for a new aquatic center at Byrnes Park as part of the Transformation of Gates and Byrnes Parks Project. It will include work to be performed by InVision, Water Technology, AECOM, RitlandKuiper, and Modus.
Neighborhood Impact:	The new aquatic center is needed due to failing pools at Gates and Byrnes Parks. The new center will positively impact the entire City.
Expenditure Required/Source of Funds:	$766,000 will be required for this design contract. Funding is currently available in CIP/bonds for design. A variety of grants are being accessed along with CIP funds for the construction phase.

INVISION
PLANNING | ARCHITECTURE | INTERIORS

25 May 2022

Paul Huting
Leisure Services Director
City of Waterloo
1101 Campbell Avenue
Waterloo, IA 50701

Re: **Byrnes Park Aquatic Center Design Proposal**

Paul:

We are pleased to present this proposal to the City of Waterloo for design services for a new Aquatic Center at Byrnes Park to replace the existing 1980 facility.

SCOPE DESCRIPTION

This scope includes limited architectural design recommendations:

A. Demolition of existing pool, bath house and filter house
B. Site design (AECOM and Ritland Kuiper Landscape Architects)
C. Aquatic design for a 6,500 sf Leisure Pool and supporting amenities (Water Technology, Inc.)
D. Architectural design for a 6,000 sf Change Building and a 1,500 sf Mechanical Building (INVISION, MODUS Engineering, KPFF Consulting Engineers)

DELIVERABLES INCLUDED:

1. Architectural and engineering design through construction documents
2. (4) 3D renderings at the completion of Schematic Design
3. Specifications
4. Bidding and Construction phase services
5. (2) cost estimate updates at completion of SD and DD

SERVICES EXCLUDED:

A. Services beyond the scope of this agreement
B. 3D renderings, illustrations, or VR
C. Design for future expansion
D. Specifications outside of scope above

CLIENT RESPONSIBILITIES:

1. Identify key staff and stakeholders who will be involved throughout the project
2. Provide known criteria or goals for this project
3. Existing site survey
4. Geotechnical analysis and report

<u>Schedule:</u>

- Design: June 2022 – January 2023
- Bidding & contracting: February – March 2023
- Construction: July 2023 – April 2024

INVISION
PLANNING | ARCHITECTURE | INTERIORS

Construction Budget: Scope of construction cost under this proposal is anticipated to be approximately $8,900,000 based on the cost opinion dated May 10, 2022.

BASE SERVICE FEE

For this scope of work, we propose a fee of $766,000. We will invoice monthly as work progresses.

Reimbursable expenses not included in the base fee above will be invoiced at cost and can include consultant travel expenses, bid set reproduction, graphics production. We estimate these costs at roughly $9,000

If this is acceptable, please return a signed copy of this letter to our office for our records. We will then formalize our consultant agreement with you.

Please contact us if you have any questions regarding the proposal. We appreciate this opportunity to work with you and the City of Waterloo.

Sincerely,

Brett VanZee, AIA
Managing Director
brettv@invisionarch.com

Eric Ritland, AIA, EDAC
Partner
ericr@invisionarch.com

Accepted: _____
Signature Date

Printed Name: _____

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 20th day of June in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Waterloo
715 Mulberry St.
Waterloo, IA 50703

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

INVISION Architecture, LTD
501 Sycamore Street, Suite 101
Waterloo, IA 50701

for the following Project:
(Name, location and detailed description)

22095 Byrnes Park Aquatic Center
801 Campbell Ave.
Waterloo, IA 50701
New Aquatic Center at Byrnes Park to replace the existing 1980 facility. Includes a 6,000 sf Change Building and a 1,500 sf Mechanical Building, demolition of existing pool, bath house and filter house, site design for new pool area and aquatic design.

The Owner and Architect agree as follows.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Not applicable

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Not applicable

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Preliminary construction cost $8,900,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design completed by approximately August 1, 2022

Init. /

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Design Development completed by approximately October 10, 2022
Construction Documents completed by approximately January 16, 2023
Procurement completed by approximately February 27, 2023

.2 Construction commencement date:

Approximately July 2023

.3 Substantial Completion date or dates:

Approximately April 2024

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Paul Huting, Leisure Services Director
City of Waterloo Leisure Services
1101 Campbell Avenue
Waterloo, IA 50701
Email Address: paul.huting@waterloo-ia.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not applicable

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined

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.2 Civil Engineer:

Not applicable

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Brett Van Zee, AIA
501 Sycamore Street, Suite 101
Waterloo, IA 50701
Telephone Number: 515-657-4724

Email Address: brettv@invisionarch.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

KPFF Consulting Engineers
604 Locust Street, Suite 202
Des Moines, IA 50309

.2 Mechanical Engineer:

MODUS Engineering
214 E 4th St.
Waterloo, IA 50703

~~.3 Electrical Engineer:~~ .3 Electrical Engineer:

MODUS Engineering
214 E 4th St.
Waterloo, IA 50703

.4 Civil Engineer:

AECOM
501 Sycamore St #222
Waterloo, IA 50703

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.5 Landscape Architect:

Ritland+Kuiper Landscape Architects
501 Sycamore St, Mezzanine A
Waterloo, IA 50701

.6 Aquatic Design:

Water Technology, Inc.
100 Park Avenue
Beaver Dam, WI 53916

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

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§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million ($ 1,000,000) for each occurrence and Two Million ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million ($ 1,000,000) each accident, One Million ($ 1,000,000) each employee, and One Million ($ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million ($ 2,000,000) per claim and Four Million ($ 4,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, ~~and electrical engineering services.~~ electrical, civil engineering services and Landscape Architecture. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by

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the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

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other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal,~~ competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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~~§ 3.5.3 Negotiated Proposals~~

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~

~~.2 organizing and participating in selection interviews with prospective contractors;~~

~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~

~~.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Not provided
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Not provided
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Provided by Architect under basic services
§ 4.1.1.9 Landscape design	Provided by Architect under basic services
§ 4.1.1.10 Architectural interior design	Not provided
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Provided by Architect under basic services
§ 4.1.1.15 As-designed record drawings	Not provided
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Not provided
§ 4.1.1.22 Security evaluation and planning	Not provided
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

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§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 ~~( )~~ Monthly visits to the site by the Architect during construction

.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

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contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the

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Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days

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from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

~~**§ 8.3 Arbitration**~~

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.4 Consolidation or Joinder**~~

~~**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

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~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not applicable

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not applicable

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

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.1 Stipulated Sum
(Insert amount)

Lump sum fee $766,000

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not applicable

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated when service is requested. Fee will be hourly not to exceed or lump sum amount depending on the scope of the added work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	thirty	percent (	30	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	thirty	percent (	30	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on

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those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit A

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 ~~Transportation and authorized~~ Authorized out-of-town travel and subsistence;
.2 ~~Long distance services, dedicated~~ Dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's ~~consultants plus percent (%) of the expenses incurred.~~consultants.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

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§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1 % per month

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
~~*(Insert the date of the E203-2013 incorporated into this agreement.)*~~

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Hourly Billing Rates
Exhibit B – Design Services Proposal Letter dated May 26, 2022
Exhibit C – Certificate of General Liability Insurance
Exhibit D – Certificate of Professional Liability Insurance

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	Eric Ritland, AIA, EDAC, Partner *(Printed name, title, and license number, if required)*

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SCHEDULE OF HOURLY RATES

HOURLY RATE SCHEDULE 2022-2023
Effective 4/1/22

PARTNER	$300
PRINCIPAL	$200
PROJECT LEADER	$120 - $160
ARCHITECT	$95 - $180
INTERN ARCHITECT	$80 - $100
STUDENT INTERN	$55
INTERIOR DESIGNER	$80 - $135
MEDICAL PLANNER	$200
STANDARDS AND MODEL CONTENT MANAGER	$105 - $140
SPECIFICATION WRITER	$120 - $155
GRAPHIC DESIGNER	$100 - $150
DRAFTSPERSON	$80 - $125
ADMINISTRATIVE	$80 - $190

Services provided on an hourly basis shall be performed in accordance with the Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated annually and will be adjusted with normal review practices.

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PLANNING | ARCHITECTURE | INTERIORS

26 May 2022

Paul Huting
Leisure Services Director
City of Waterloo
1101 Campbell Avenue
Waterloo, IA 50701

Re: **Byrnes Park Aquatic Center Design Proposal**

Paul:

We are pleased to present this proposal to the City of Waterloo for design services for a new Aquatic Center at Byrnes Park to replace the existing 1980 facility.

SCOPE DESCRIPTION

This scope includes limited architectural design recommendations:

A. Demolition of existing pool, bath house and filter house
B. Site design (AECOM and Ritland Kuiper Landscape Architects)
C. Aquatic design for a 6,500 sf Leisure Pool and supporting amenities (Water Technology, Inc.)
D. Architectural design for a 6,000 sf Change Building and a 1,500 sf Mechanical Building (INVISION, MODUS Engineering, KPFF Consulting Engineers)

DELIVERABLES INCLUDED:

1. Architectural and engineering design through construction documents
2. (4) 3D renderings at the completion of Schematic Design
3. Specifications
4. Bidding and Construction phase services
5. (2) cost estimate updates at completion of SD and DD

SERVICES EXCLUDED:

A. Services beyond the scope of this agreement
B. Virtual reality walk-through
C. Design for future expansion
D. Specifications outside of scope above

CLIENT RESPONSIBILITIES:

1. Identify key staff and stakeholders who will be involved throughout the project
2. Provide known criteria or goals for this project
3. Existing site survey
4. Geotechnical analysis and report

<u>Schedule:</u>

- Design: June 2022 – January 2023
- Bidding & contracting: February – March 2023
- Construction: July 2023 – April 2024

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Construction Budget: Scope of construction cost under this proposal is anticipated to be approximately $8,900,000 based on the cost opinion dated May 10, 2022.

BASE SERVICE FEE

For this scope of work, we propose a fee of $766,000. We will invoice monthly as work progresses.

Reimbursable expenses not included in the base fee above will be invoiced at cost and can include consultant travel expenses, bid set reproduction, graphics production. We estimate these costs to not exceed $12,000.

If this is acceptable, please return a signed copy of this letter to our office for our records. We will then formalize our agreement with you.

Please contact us if you have any questions regarding the proposal. We appreciate this opportunity to work with you and the City of Waterloo.

Sincerely,

Brett VanZee, AIA
Managing Director
brettv@invisionarch.com

Eric Ritland, AIA, EDAC
Partner
ericr@invisionarch.com

Accepted: _____
Signature Date

Printed Name: _____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/02/2022

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

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

PRODUCER	CONTACT NAME: Lisa French	
Jester Insurance Services 303 Watson Powell Jr Way Suite 300 Des Moines IA 50309	PHONE (A/C, No, Ext): (515) 243-2707	FAX (A/C, No): (515) 243-6862
	E-MAIL ADDRESS: lfrench@jesterinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers	
INSURED InVision Architecture Ltd PO Box 1800 Waterloo IA 50704-1800	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2022/23 Master COI **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y		680-8P072687-22-47	04/01/2022	04/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		BA-5R14965A-22-47-G	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000	Y		CUP-8P079824-22-47	04/01/2022	04/01/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-8P072780-22-47-G	04/01/2022	04/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Project:Byrnes Park Aquatic Center, Waterloo, IA. New Aquatic Center at Byrnes Park to replace the existing 1980 facility

When required by a written contract, City of Waterloo is listed as an additional insured in regards to the general liability & auto liability on a primary and non-contributory basis for ongoing and completed operations.

CERTIFICATE HOLDER

City of Waterloo
715 Mulberry St.
Waterloo IA 50703

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/02/2022

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

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PRODUCER 1-800-300-0325 Holmes Murphy & Associates - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401	CONTACT NAME: Leslie Babcock PHONE (A/C, No, Ext): 800-527-9049 FAX (A/C, No): E-MAIL ADDRESS: lbabcock@holmesmurphy.com
INSURED InVision Architecture, Ltd. PO Box 1800 Waterloo, IA 50704-1800	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : XL SPECIALTY INS CO — 37885 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 65704925 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9993799	06/01/22	06/01/23	Per Claim	2,000,000
	Claims Made						Aggregate	4,000,000

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

Project: Byrnes Park Aquatic Center, 801 Campbell Ave., Waterloo, IA 50701

CERTIFICATE HOLDER

City of Waterloo
715 Mulberry Street
Waterloo, IA 50703
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY OF WATERLOO

Council Communication

Resolution approving Amendment No. 1 to Gates Park Master Plan Update in the amount of $21,150.00, and authorizing the Mayor to execute said document.

City Council Meeting: 6/20/2022
Prepared: 6/8/2022

ATTACHMENTS:

Description	Type
Amendment#1GatesMasterPlan	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Paul Huting, Leisure Services Director
Recommended Action:	Recommend Approval.
Summary Statement:	This amendment is being requested dues to additional services rendered by Ritlant+Kuiper as outlined in the attached document.

Expenditure Required/Source of $21,150 is available in CIP Bond Funds and donations.
Funds:

AMENDMENT #1 TO AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

In accordance with the original agreement dated November 1, 2021, between the following parties:

CLIENT: The City of Waterloo

LANDSCAPE ARCHITECT: RITLAND+KUIPER Landscape Architects (RKLA)

for the following PROJECT: **Gates Park Master Plan Update**

Payment is requested for the following additional services:

ADDITIONAL DESIGN DEVELOPMENT SERVICES

These additional services were to assist you with fundraising for the project and transitioning the master plan developed for Gates Park so that it could be implemented as a project ready for construction document development.

ADDITIONAL DESIGN DEVELOPMENT SERVICES

The following additional services were provided during the design development process:

1. Multiple conference calls, teleconferences, and in-person meetings with City Staff and with prospective funding entities to seek support for the project (Black Hawk County Gaming Association, Otto Shoitz Foundation, Leisure Services Board, etc.). This included preparation of presentation graphics.
2. Coordination with City Staff and other consultants for phasing and funding strategies for both Gates Park and Byrnes Park redevelopments.
3. 3D modelling of basketball court area and splash pad for presentation graphics to illustrate the design concepts best for public review and input. Original agreement included plan views only.

COMPENSATION

Based on these additional services, and in accordance with the conditions outlined in our contract, RITLAND+KUIPER Landscape Architects is requesting **$21,150**.

SUBMITTED BY:	**AGREED TO:**
LANDSCAPE ARCHITECT	CLIENT: City of Waterloo
Mark Kuiper, ASLA, LEED AP, Principal Signature Dated: June 7, 2022 License/Certificate No. IOWA 00413 Renewal Date: June 30, 2023	Title _____ Dated _____

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/7/2022

ATTACHMENTS:

	Description	Type
	R+KdesignPropGates	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Paul Huting, Leisure Services Director
Recommended Action:	Recommend Approval.
Summary Statement:	This agreement will be for the design of many improvements at Gates Park including an inclusion park, spray pad, basketball and roller skating courts, performance structure, renovated soccer field, connecting trails, sculpture and pollinator garden, and related parking and infrastructure improvements.

AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

This Agreement, effective as of June 7, 2022, is between the following parties:

CLIENT: City of Waterloo

LANDSCAPE ARCHITECT: RITLAND+KUIPER Landscape Architects (RKLA)

for the following PROJECT: ***Gates Park Redevelopment***

ARTICLE 1: LANDSCAPE ARCHITECT'S BASIC AND ADDITIONAL SERVICES

A. Project Understanding

You have requested our services for final design construction documents to assist you in the redevelopment of Gates Park. We will finalize the plan for the park based upon the conceptual master plan and cost opinion we developed under our previous agreement and will create a phased plan for the proposed improvements in coordination with City of Waterloo staff and neighborhood stakeholders. The concept includes demolition of existing buildings, paved areas, and pool facilities on the site and redevelopment of a new performance structure and base, basketball courts, splash pad, and playgrounds with associated restroom buildings, grading, paving, sidewalks, drainage, utilities, lighting, signage, play equipment, site furniture, and fencing.

The Landscape Architect will be responsible for continuing to coordinate the work of subconsultants necessary for the completion of the design and construction related services:

- AECOM (surveying and civil engineering)
- INVISION Architecture (buildings and structures)
- MODUS (mechanical, electrical, plumbing, lighting)
- Water Technologies Inc. (splash pad and related equipment)

We are proposing the following additional services as per the terms of our existing contract:

SCOPE OF SERVICES FOR CONSTRUCTION DOCUMENTS

This will include work required to create a set of construction documents ready for bid for the proposed improvements, including:

1. Attend coordination meetings with Gates Park Design Committee, City staff, and other consultants as required.
2. Coordinate with the following AECOM Final Design tasks:
    a. Topographic and utility survey for all areas not previously surveyed to provide a complete basemap of the project site.
    b. Soil borings and geotechnical engineering (provided by Terracon Consultants). The geotechnical engineering will include the necessary laboratory testing, classifications and geotechnical engineering analysis required to develop the final geotechnical engineering recommendations for the project. Deliverables will consist of a boring layout plan, boring logs and Geotechnical Engineering Report. Environmental assessment of the site or identification of contaminated or hazardous materials or conditions is not included in this scope.
    c. Final design construction documents for demolition, SWPPP and stormwater detention, site grading, underground utilities (sanitary sewer, storm sewer, water supply, site lighting, pavements, railings, and retaining walls.
    d. Coordination of improvements with U.S. Army Corps of Engineers.
3. Coordinate with the following INVISION Architecture Final Design tasks:

a. Final design construction documents for performance structure, three (3) restroom buildings including the large bathroom/pump room at the splash pad, freestanding wall with signage at the splash pad, signage and wall enhancements for south end of the park, and entrance gate features for the splash pad and inclusive playground.

4. Coordinate with the following MODUS Final Design tasks:
    a. Final design construction documents for mechanical systems, spray pad pumps, HVAC for buildings, plumbing for buildings, fire protection systems, electrical/lighting plans for buildings, site lighting fixtures, sport court lighting fixtures, lighting controls, power supply, telecommunication design, and security camera design.

5. Coordinate with the following Water Technologies Inc. Final Design tasks:
    a. Confirm Aquatic Program and Capacities, and Mechanical Program
    b. Develop Spray Pad Activities and Features
    c. Final design construction documents for splash pad area including spray features, drain lines, control systems, piping, filtration systems, and related mechanical equipment.

6. Prepare and provide the City a final set of drawings and project manual document to use during the public bidding process, including final opinion of cost.
7. Answer questions and clarify bid documents throughout the bid process.
8. Provide a recommendation of award of contract during the public bidding process, including a tabulation of all publicly-opened bids.

C. Services Not Included

The following tasks are specifically excluded from this scope, but may be added by supplemental agreement, if needed:

1. Public Art (Sculptures, Interpretive/Wayfinding Signage, etc.)
2. 3D modeling of the park improvements beyond what was provided in the master plan.
3. Printing and reproduction costs – deliverables will include digital PDF files provided to the Client and potential bidders. Any desired printing of reports, construction documents, or presentation graphic boards will be billed to the Client at our direct cost.
4. Environmental Testing and Permitting for Contaminated Soils
5. Wetland Delineation
6. Asbestos Testing
7. Construction Staking
8. Construction Related Services.

D. Additional Services

1. We will identify services not included in our proposed scope of work if they are requested. We will advise your office of the impact on our work, and propose an increase to the fee amount before any work is undertaken that is outside our scope of services.
2. Extra services will be provided on an hourly basis at the billing rates listed below or the current hourly rates prevailing when services are rendered.

ARTICLE 2: TERMINATION

A. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.

B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

C. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

ARTICLE 3: DISPUTE RESOLUTION

A. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

ARTICLE 4: USE AND OWNERSHIP OF LANDSCAPE ARCHITECT'S DOCUMENTS

A. Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, in its documents. Client or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement.

ARTICLE 5: MISCELLANEOUS PROVISIONS

A. This Agreement is governed by the law of Landscape Architect's principal place of business.

B. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.

C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.

D. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.

E. Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents.

F. To the greatest extent permitted by Iowa law, the Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and

expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors or omissions.

G. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

H. Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.

I. To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Landscape Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.

J. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.

ARTICLE 6: COMPENSATION AND PAYMENTS

Based upon the above scope of work and services anticipated, RITLAND+KUIPER Landscape Architects (and their subconsultants) will provide the additional services described above, and in accordance with the conditions outlined in our contract, for a sum not to exceed **$602,225**.

RITLAND+KUIPER Landscape Architects	$ 46,500
AECOM, Inc.	$ 305,000
MODUS Engineering	$ 87,040
INVISION Architecture	$ 110,000
Water Technologies Inc.	$ 53,685

1. Billing for services will be hourly, at the rates listed below, and submitted monthly as the work progresses.
2. Landscape Architect shall bill Client for Basic and Additional Services (if requested and agreed to) monthly as the work progresses. All payments are due Landscape Architect upon receipt of invoice.
3. Billing rates effective through May, 2023:

Craig Ritland, FASLA, Principal	$150.00/hr.
Mark Kuiper, ASLA, Principal	$150.00/hr.
Samantha Price, Associate, ASLA	$100.00/hr.

SUBMITTED BY:

LANDSCAPE ARCHITECT



Mark Kulper, ASLA, LEED AP, Principal
Signature Dated: June 7, 2022
License/Certificate No. IOWA 00413
Renewal Date: June 30, 2023

AGREED TO:

CLIENT: CITY OF WATERLOO

_____

Title _____

Dated _____

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/8/2022

ATTACHMENTS:

	Description	Type
	Unity Plaza Proposal	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Quentin Hart, Mayor
Recommended Action:	Approve agreement for surveying and design work.

Expenditure Required/Source of Funds: GO Bonds 418-37-4105-2103

AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

This Agreement, effective as of March 2, 2022, is between the following parties:

CLIENT: City of Waterloo

LANDSCAPE ARCHITECT: RITLAND+KUIPER Landscape Architects (RKLA)

for the following PROJECT: ***Unity Plaza, Waterloo, Iowa***

ARTICLE 1: LANDSCAPE ARCHITECT'S BASIC AND ADDITIONAL SERVICES

A. Project Understanding

The City of Waterloo is seeking to renovate the existing pocket park area between the Waterloo Building and the parking ramp on Commercial Street. Considerations for improvements to the park space include the following:

1. Consideration of overall veterans theme as part of the larger Veteran's Walk along 4th Street
2. Landscape plantings to soften the space
3. Integration of public art (sculpture element and graphic panels)
4. Power for events and performances, including 50-amp service connections for use of spiders for electrical distribution
5. Potable water supply for event water source
6. Storm sewer improvements
7. Lighting for site, colored LED lights to uplight garage wall, and feature lighting systems
8. Site furniture (benches, waste receptacles, etc.).

End products to be provided will include a conceptual site plan in a PDF format and a grant level cost opinion.

B. Scope of Services

1. Site Survey and Design Development

a. Attend a kickoff meeting with the Client and project stakeholders (Design Committee) to affirm the process, timeline, and project scope.

b. Coordinate the following AECOM survey and design development tasks:
   - Topographic and utility survey of project area with enough detail to provide a base map for the site design alternatives and future needs for construction documents.
   - Evaluate utilities connections and terminations that may be needed for proposed improvements to the park.
   - Assistance with site design and preliminary cost opinions.

c. Coordinate the following Shakespeare Lighting Design tasks:
   - Preliminary plans and costs for site lighting including catenary lights and colored LED uplights for parking garage wall.

d. Develop preliminary concept plans for the plaza based upon information gathered.

e. Meet with the Design Committee to discuss the preliminary concept plans.

f. Finalize the design development plan and preliminary cost opinion for the plaza based upon Design Committee input. Final rendered plan and cost opinion will include sufficient detail for use with public review, grant submittals, and fundraising efforts for proposed improvements.

C. Services Not Included

The following tasks are specifically excluded from this scope but can be provided for an additional fee:

1. 3D modeling or perspective sketches of proposed improvements for marketing and fundraising.
2. Construction Documents
3. Construction Related Services
4. Printing and reproduction costs – deliverables will include digital PDF files provided to the Client. Any desired printing of reports, construction documents, or presentation graphic boards will be billed to the Client at our direct cost.

D. Additional Services

1. We will identify services not included in our proposed scope of work if they are requested. We will advise your office of the impact on our work and propose an increase to the fee amount before any work is undertaken that is outside our scope of services.
2. Extra services will be provided on an hourly basis at the billing rates listed below or the current hourly rates prevailing when services are rendered.

ARTICLE 2: TERMINATION

A. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.

B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

C. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

ARTICLE 3: DISPUTE RESOLUTION

A. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

ARTICLE 4: USE AND OWNERSHIP OF LANDSCAPE ARCHITECT'S DOCUMENTS

A. Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, in its documents. Client or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement.

ARTICLE 5: MISCELLANEOUS PROVISIONS

A. This Agreement is governed by the law of Landscape Architect's principal place of business.

B. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.

C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.

D. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.

E. Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents.

F. To the greatest extent permitted by Iowa law, the Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors or omissions.

G. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

H. Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.

I. To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Landscape Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.

J. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.

ARTICLE 6: COMPENSATION AND PAYMENTS

A. RITLAND+KUIPER Landscape Architects (and their subconsultants, AECOM and Shakespeare Lighting Design) will provide the services described in Article 1, and in accordance with the conditions outlined in this contract, for a sum not to exceed $18,000.

1. Billing for services will be hourly, at the rates listed below, and submitted monthly as the work progresses.

2. Landscape Architect shall bill Client for Basic and Additional Services (if requested and agreed to) monthly as the work progresses. All payments are due Landscape Architect upon receipt of invoice.

3. Billing rates effective through October, 2022:

Craig Ritland, FASLA, Principal	$125.00/hr.
Mark Kuiper, ASLA, Principal	$125.00/hr.
Samantha Price, Associate, ASLA	$75.00/hr.

SUBMITTED BY:

LANDSCAPE ARCHITECT



Mark Kuiper, ASLA, LEED AP, Principal
Signature Dated: March 2, 2022
License/Certificate No. IOWA 00413
Renewal Date: June 30, 2023

AGREED TO:

CLIENT: CITY OF WATERLOO

_____

Title _____

Dated _____

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/7/2022

ATTACHMENTS:

	Description	Type
	Agreement	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Summary Statement:	Updates to the current digital solution for inspecting, tracking, and project management of the annual sidewalk program. Specifically to provide in-field completion of as-built quantities and maps that will be used for archiving the project.
Implementation, Accountability, and Communication:	GO Bonds
Expenditure Required/Source of Funds:	$3,950.99

PROJECT ESTIMATE

City of Waterloo, IA
As-Built Reprot

Date: 05/23/2022

Client: Ben Wagner
GIS Coordinator
715 Mulberry St.
Waterloo, IA 50703

PROJECT DESCRIPTION

Pro-West will assist the City of Waterloo, Iowa with the creation of an as built Report for the existing Sidewalk Inspector solution at the city. This report will enable field workers to complete “as built” inspections.

PROJECT MANAGEMENT

Pro-West & Associates Project Manager:
Name: Paul Rairamo
Phone: 952-250-1022
Email: prairamo@prowestgis.com

Client Project Manager (PM):
Name: Ben Wagner
Phone: 319-291-4598
Email: ben.wagner@waterloo-ia.org

Project Schedule: **TBD**

CLIENT RESPONSIBILITIES

- Client will provide Pro-West with ArcGIS Online access
- Client will attend all meetings/calls associated with this project
- Client will have necessary licensing
- Client will provide feedback on report

*If assistance is needed with client responsibilities, additional costs may apply

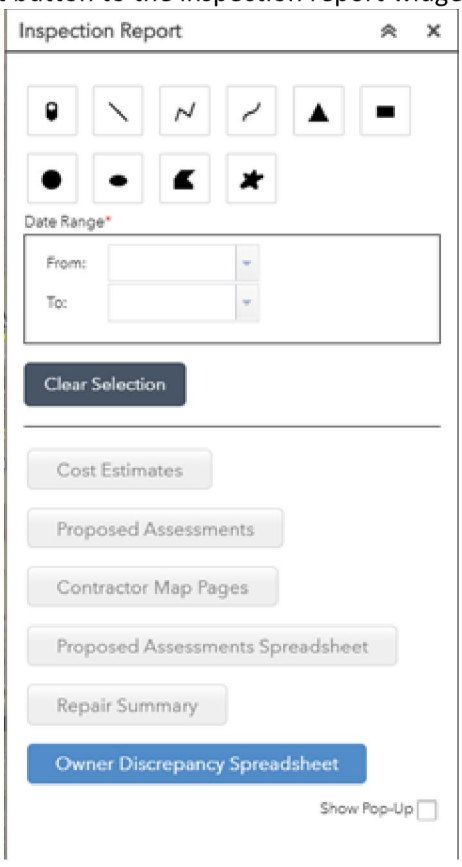
DELIVERABLES

1) Update siPanels feature class
    a) Add new attribute 'completedby' to represent who completed the panel and set to use the domain described below.
    b) Add new domain siPanelCompletedBy with values/options of "Assessment Program" and "Private Property Owner".

2) Update map services
    a) Include new 'completedby' attribute in map documents and republish map services (viewing, editing, field inventory).

3) Update web maps and apps
    a) Update configuration of web maps and apps to include 'completedby' attribute (Mobile Viewer, Viewer).
    b) Update configuration of Survey123 form to include 'completedby' attribute. Relevant when Resolved = 'Yes'; required question.

4) Add an As-Built button to the inspection report widget.

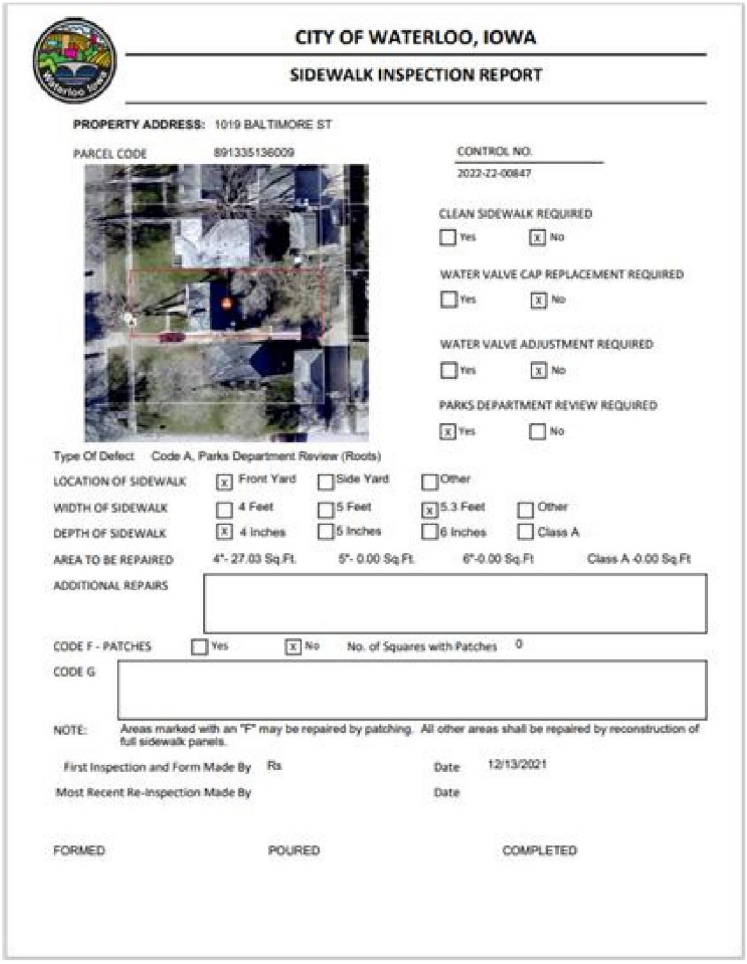


5) Add an option to select the inspection year when running the As-Built report

6) Create a new set of views in sql to support the As-Built report

a) Views will be identical to the existing set used for the Proposed Assessments and Contractor Map Pages
    i) Filter by the new assessment field instead of the status field
    ii) Add the inspection year to the views

7) Create a new As-Built report
    a) Contractor Map Pages report with the following adjustments.
        i) Change the title to “As-Built”
        ii) Remove the “Be” from “Area to be repaired”
        iii) Only show inspections where one or more panels is covered by the assessment program
        iv) Only shows the panels covered by the assessment program



CITY OF WATERLOO, IOWA

SIDEWALK INSPECTION REPORT

PROPERTY ADDRESS: 1019 BALTIMORE ST

PARCEL CODE 8913351360O9

CONTROL NO. 2022-Z2-00847

CLEAN SIDEWALK REQUIRED ☐ Yes ☒ No

WATER VALVE CAP REPLACEMENT REQUIRED ☐ Yes ☒ No

WATER VALVE ADJUSTMENT REQUIRED ☐ Yes ☒ No

PARKS DEPARTMENT REVIEW REQUIRED ☒ Yes ☐ No

Type Of Defect Code A, Parks Department Review (Roots)

LOCATION OF SIDEWALK	☒ Front Yard	☐ Side Yard	☐ Other	
WIDTH OF SIDEWALK	☐ 4 Feet	☐ 5 Feet	☒ 5.3 Feet	☐ Other
DEPTH OF SIDEWALK	☒ 4 Inches	☐ 5 Inches	☐ 6 Inches	☐ Class A

AREA TO BE REPAIRED 4"- 27.03 Sq.Ft. 5"- 0.00 Sq.Ft. 6"-0.00 Sq.Ft Class A -0.00 Sq.Ft

ADDITIONAL REPAIRS

CODE F - PATCHES ☐ Yes ☒ No No. of Squares with Patches 0

CODE G

NOTE: Areas marked with an "F" may be repaired by patching. All other areas shall be repaired by reconstruction of full sidewalk panels.

First Inspection and Form Made By Rs Date 12/13/2021

Most Recent Re-Inspection Made By Date

FORMED POURED COMPLETED

Training

1. Pro-West will conduct one 1 hour training session with the city to review functionality and set up

PROJECT COMPLETION & POST PROJECT SUPPORT

Project Completion:
The project will be completed when:

1. The Report has been deployed
2. The project close out call has been completed

Upon project close, the report will be managed and maintained by the City of Waterloo.

Post Project Support
PWA understands that support requests and/or general support inquiries will occur after the project is completed. We welcome those inquiries and look forward to supporting you in the future! Below are common inquiries related to general support requests.

1. If there are issues with the deliverables or if clarification is needed regarding the deliverables, contact the PWA Project Manager listed in this scope.

2. If the PWA Project Manager is contacted, after the project is completed, you may be invoiced for that call or email. The PM will discuss invoicing needs during the call. If you contact anyone other than the PWA Project Manager, after the project is completed, an invoice will be sent based on current hourly rates.

3. If the Project Manager is contacted after the project is completed, they are not available to respond, and the need is urgent *(ie: the Project Manager is on vacation or is attending a workshop)*; contact PWA's main office number for assistance: 320-207-6868 or follow directions listed on the Project Managers out of office reply (if email is used).

    a. There may be an invoice sent for the support request based on current hourly rates if Technical staff are contacted directly. The PWA Project Manager will follow up when they are available to discuss invoicing.

4. PWA asks that both the PWA Project Manager and the Technical person be copied on emails to ensure prompt service and clarification on needs and any additional fees. If at any time there is a question about an invoice or support need, contact the PWA Project Manager.

5. If there are general questions about any topic related to GIS and/or PWA Services, contact the PWA Project Manager listed in this scope. You may be invoiced for that call or email. The PM will discuss invoicing needs on the call.

PROJECT RISKS & MITIGATION

1. Stakeholders are not identified at the beginning of the project
    a. Mitigation: County and PWA will identify stakeholders at the project kick off. If changes in stakeholders occur, they will be communicated to the stakeholders immediately to eliminate and/or minimize timeline and budget changes.

2. Stakeholders change throughout the project
    a. Mitigation: Maintain the same project stakeholders throughout the project. If stakeholders do change, it is the client's responsibility to communicate the purpose of the project to the new stakeholder or for PWA to communicate changes to the client. If the project changes due to a change in stakeholders, additional charges may apply and the timeline may be affected.

COST ESTIMATE

$3,950.99

Invoicing Schedule: PWA will invoice monthly based on percent of project completed.

If the scope, objectives, or timeline change significantly before the project is completed, we will agree to discuss any necessary modifications to our agreed-upon fee or to the scope, objectives, or timeline of the project.

** Payment is due within 45 days of an invoice date. If payments are not received within 45 days of the invoice date, a late fee of 1.5% of the invoice amount will be charged for each 45 day cycle that the payment is late.*
*** 3% convenience fee will be added for payment by credit card*

To proceed with the described services in this estimate, please sign and date below and return to the Project Manager listed above.

CLIENT
Acceptance Signature:

_____Date:_____

Pro-West & Associates
Signature:

_____Date: 6/8/2022

Estimate valid for 90 days

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/7/2022

ATTACHMENTS:

Description	Type
Easement Agreement	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Transmitted is a request for a 10' x 15', 150 square foot Permanent Storm Sewer Easement Agreement between the City of Waterloo and Pierre and Debra Marion, located at 930 Progress Avenue. The easement is being dedicated for the purpose of installing, maintaining and repairing of storm sewer along the east side of the property.
Data/Analysis and Strategies:	Infrastructure
Expenditure Required/Source of Funds:	None
Legal Descriptions:	That part of Lot W-59, Cedarloo Park, City of Waterloo, Black Hawk County, Iowa, more particularly described as follows: Commencing at the northeast corner of Lot W-59, Cedarloo Park; thence South 30 feet along the east line of lot W-59 to the point of beginning; thence continuing South 15 feet along said east line; thence West 10 feet perpendicular to said east line; thence North 15 feet parallel with the said east line; thence East 10 feet perpendicular to said east line and to the point of beginning containing 150 square feet.

Prepared by: William W. Castle, 715 Mulberry Street, Waterloo, IA 50703 (319) 291-4312

PERMANENT STORM SEWER EASEMENT

The undersigned does hereby convey unto the City of Waterloo, Iowa, an easement over, under, upon, and across the following described property, as shown on the attached Exhibit A, in the City of Waterloo, Black Hawk County, State of Iowa:

> That part of Lot W-59, Cedarloo Park, City of Waterloo, Black Hawk County, Iowa, more particularly described as follows:
>
> Commencing at the northeast corner of Lot W-59, Cedarloo Park; thence South 25 feet along the east line of lot W-59 to the point of beginning; thence continuing South 15 feet along said east line; thence West 10 feet perpendicular to said east line; thence North 15 feet parallel with the said east line; thence East 10 feet perpendicular to said east line and to the point of beginning containing 150 square feet.

for the purpose of installing, maintaining, and repairing of storm sewer. The City of Waterloo shall not be responsible for replacing, in kind, any surface improvements removed during the exercise of the rights contained herein. Together with the right of ingress and egress thereon.

IN WITNESS WHEREOF, we have hereunto set our hands this 7th day of June, 2022.

Pierre Marion

Pierre Marion, Owner

Debra Marion

Debra Marion, Owner

_____

Quentin Hart, Mayor, City of Waterloo

Attest:

_____

Kelley Felchle, City Clerk

STATE OF IOWA)
COUNTY OF BLACK HAWK) SS.

On this 7 day of June, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Pierre Marion and Debra Marion to me known to be the identical persons named herein and who executed the foregoing instrument and acknowledged that they executed the same as their as their voluntary act and deed.

Patricia D Macee

Notary Public

PATRICIA J. MACEE
NOTARIAL SEAL
IOWA
COMMISSION EXP.
COMM. NO.

STATE OF IOWA)
COUNTY OF BLACK HAWK) SS.

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

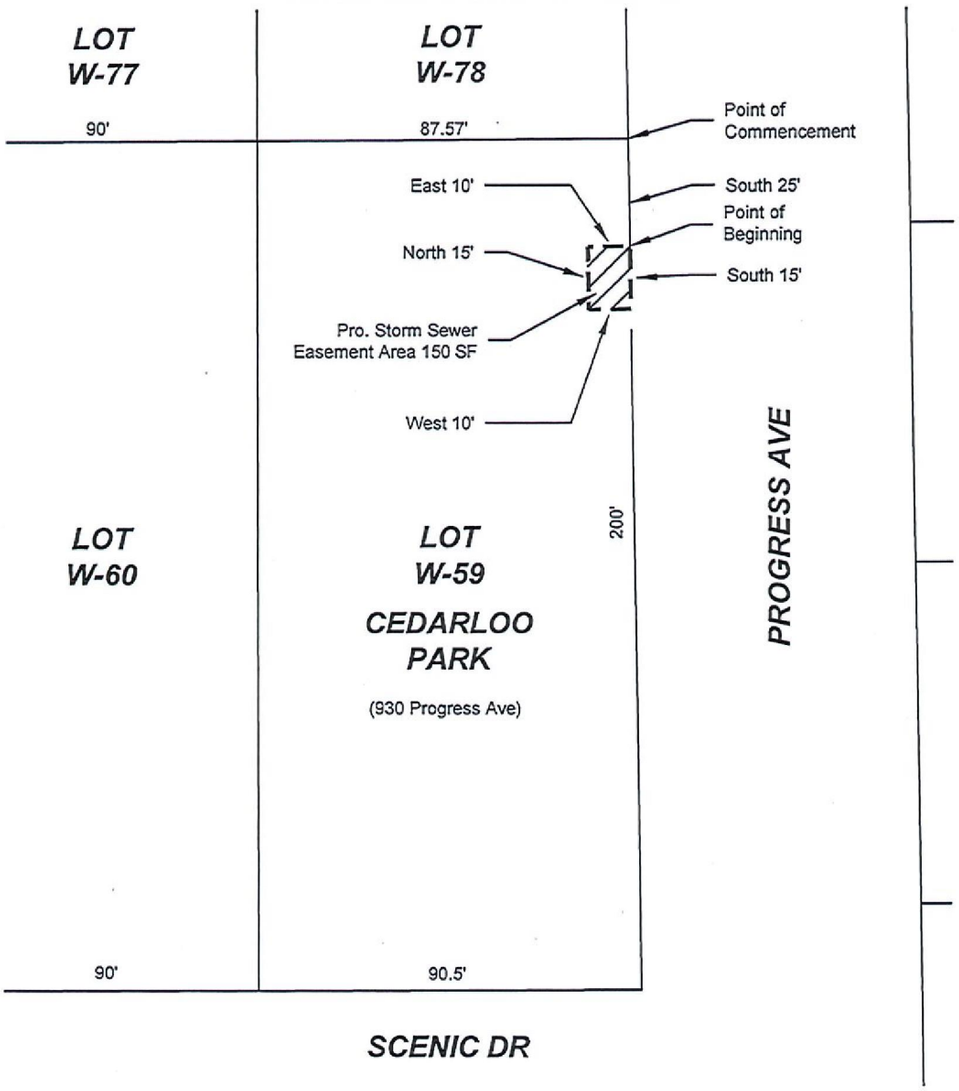
_____

Notary Public

Index Legend	
Location Description:	Lot W-59, Cedarloo Park City of Waterloo, Iowa
Requestor:	Jamie Knutson, City of Waterloo
Proprietor:	Pierre & Debra Marion
Surveyor:	William W. Castle
Surveyor Company:	City of Waterloo Engineering Department 715 Mulberry Street, Waterloo, IA 50703
Return To:	715 Mulberry St, Waterloo, IA 50703 291-4312

Utility Easement Exhibit "A"

Permanent Storm Sewer Easement
Lot W-59, Cedarloo Park,
City of Waterloo, Black Hawk County, Iowa



Easement Description:

A Permanent Storm Sewer Easement over, under, across, and upon that part of Lot W-59, Cedarloo Park, City of Waterloo, Black Hawk County, Iowa, more particularly described as follows:

Commencing at the northeast corner of Lot W-59, Cedarloo Park; thence South 25 feet along the east line of lot W-59 to the point of beginning; thence continuing South 15 feet along said east line; thence West 10 feet perpendicular to said east line; thence North 15 feet parallel with the said east line; thence East 10 feet perpendicular to said east line and to the point of beginning containing 150 square feet.

LICENSED PROFESSIONAL LAND SURVEYOR
WILLIAM W. CASTLE 19715
IOWA

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

William W. Castle 6/6/2022

William W. Castle, PLS — Date
License Number 19715
My License Renewal Date is December 31, 2023.
Pages or sheets covered by this seal : 1/1

0 20 40
Scale: 1 inch = 40 feet

N

Plat Legend:

- ● Found Monument
- ○ Set 5/8" x 24" Rebar w/Blue Cap "Iowa - 19715"
- Cut "X" in concrete, found or set
- 123.45' Record Measurement
- (123.45') Field Measurement

Survey Notes:

1. The Bearings shown on this survey are derived from GPS observations using the Iowa State Plane Coordinate System, North Zone, NAD 83 (2011).
2. All dimensions are in US Survey feet and decimals thereof.
3. Easement area: 150 SF

City of Waterloo Engineering Department 715 Mulberry Street, Waterloo, Iowa 50703 Phone: (319) 291-4312 Fax: (319) 291-4262	Drawn By: WWC Scale: Field Work Date: -- Date Drawn: 6-1-2022	Sheet No. 1 of 1

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/2/2022

ATTACHMENTS:

Description	Type
Assignment and Assumption of Development agreement	Backup Material
Map of Site	Backup Material
Application	Backup Material
Development Agreement	Backup Material
Presentation	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	The Assignment and Assumption of Development agreement would assign the agreement from Union Development Holdings, LLC to Union at North Crossing, LP. Iowa Finance Authority requires the same ownership entity that is applying to LIHTC with the Iowa Finance Authority to have site control. Union Development Holdings is a residential developer that would be constructing at least 150 multi-family units on the property described. The land in question has been owned by the City of Waterloo since 2018 and is located adjacent to the North Crossing Development area along 4th Street. The Developer is planning to apply for state tax credits as a part of the project and the project would qualify for the local Consolidated Urban Revitalization Area (CURA) abatement program.
Neighborhood Impact:	The area in question is designated for residential development. Single family homes are located to the south and the development is located near the North Crossing development area. A day care and senior activity center will be located between the development in question and the single family housing to the south.

Data/Analysis and Strategies: Assignment & Assumption of Development Agreement

Expenditure Required/Source of Funds: None

Legal Descriptions:

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.

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

FOR VALUE RECEIVED, UNION DEVELOPMENT HOLDINGS, LLC, an Indiana limited liability company ("Assignor"), hereby assigns to UNION AT NORTH CROSSING, LP, an Iowa limited partnership ("Assignee"), all of its right, title and interest in, to and under that certain Development Agreement dated April 4, 2022, by and between Assignor and the City of Waterloo, Iowa (the "Seller"), all with respect to certain property located on E. 4th Street in the City of Waterloo, Iowa (Tax Parcel No. 8913-12-326-003) (the "Development Agreement").

This Assignment may be executed in multiple counterparts with separate signature pages, each such counterpart shall be considered an original, but all of which together shall constitute one and the same instrument. This Assignment was executed by Assignor and Assignee to be effective as of the 4th day of April, 2022.

[*Remainder of page intentionally blank; signatures on following page(s)*]

IN WITNESS WHEREOF, this Assignment and Assumption shall be effective as of the date first above written.

Assignor:

UNION DEVELOPMENT HOLDINGS, LLC,
an Indiana limited liability company

By: _____
Kyle D. Bach, CEO

Assignee:

UNION AT NORTH CROSSING, LP
an Iowa limited partnership

By: Union at North Crossing, GP,
an Indiana limited liability company, as General Partner

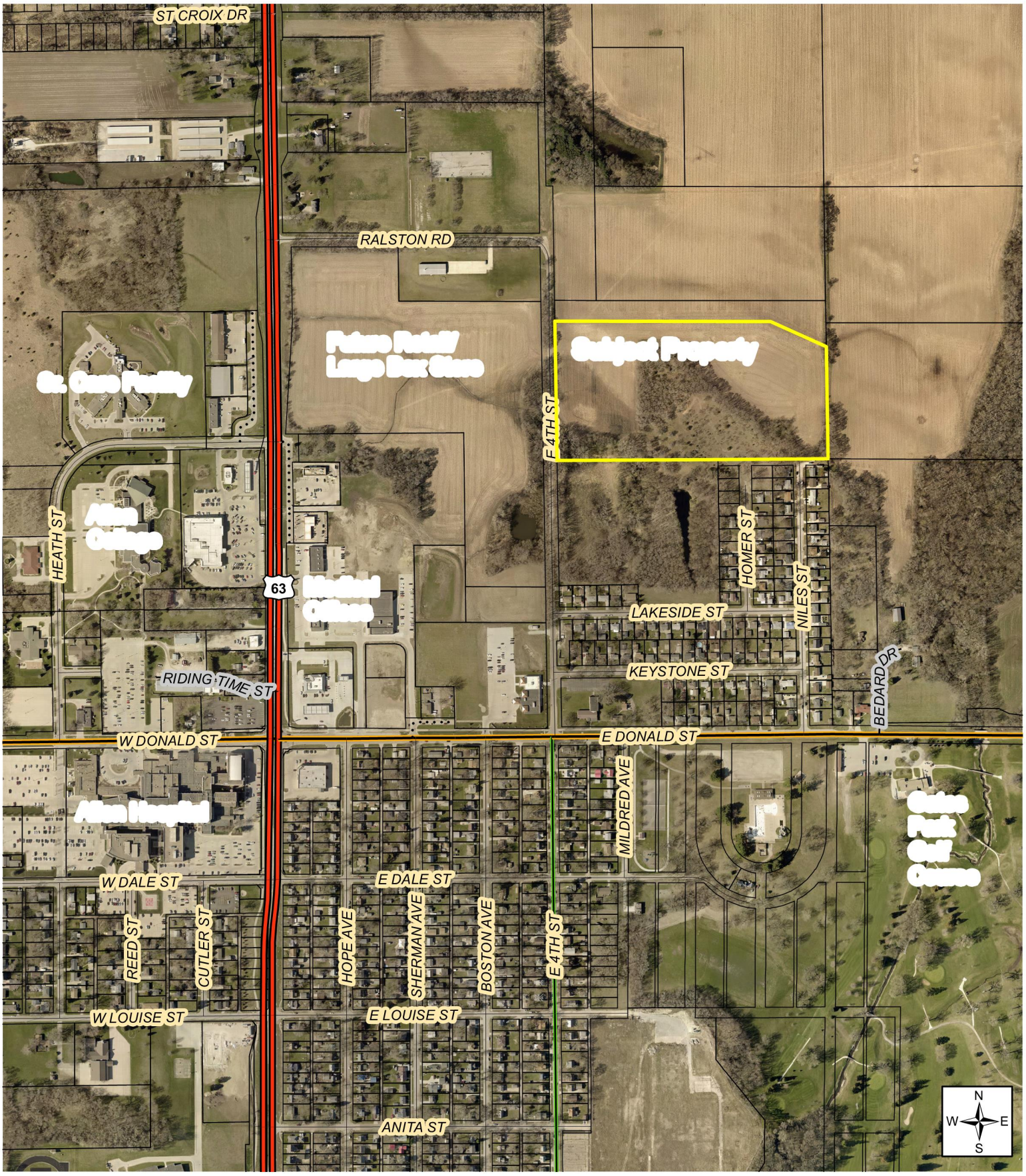
By: _____
Kyle D. Bach, General Manager

Consent provided by:

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk



City of Waterloo, Iowa
Site #1
4th Street

For Office Use Only
Date Received: 3/23/22
Received by: AMiller
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: Union Development Holdings, LLC Margaret Lopez-Blum, as agent
ADDRESS: c/o: The Annex Group 409 Massachusetts Avenue, Ste. 300, Indianapolis, IN 46204
TELEPHONE: 847.828.4272
SIGNATURE: [signature]
EMAIL: mblum@theannexgrp.com
DATE: 3/9/2022

A. What is the *Address* of the property being improved? Site address to be determined.

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

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.See Attached legal Description.

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. X A partial exemption on the actual value added by improvements according to the following schedule:

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

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

The Annex Group plans to develop ~180 affordable (60% AMI) one, two, and three bedroom multi-family apartments along with surface parking, amenity space, landscaping and open space on parcel identified as Lot 1 (see attached). This is a pre-construction application.

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 X No

DO NOT Write Below this line – Office Use Only

E. City of Waterloo Building and Inspections Department Information:

Permit Number: TBD Date permit was issued: TBD Total permit(s) valuation: TBD

F. What was the cost of the improvement? TBD

G. Estimated or actual date of completion of these improvements? Fall of 2024

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: _____

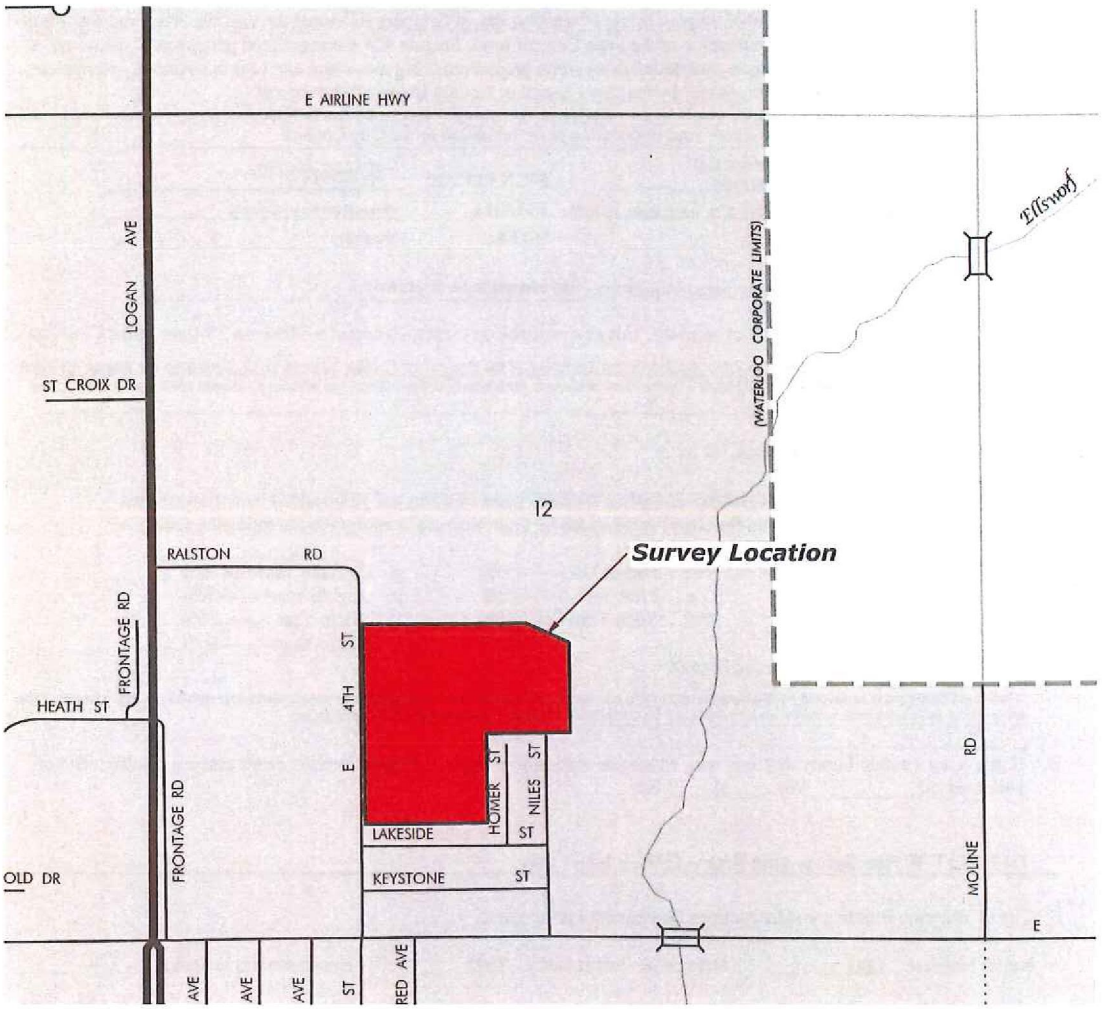
_____ DENIED

_____
T.J. Koenigsfeld
Black Hawk County Assessor

Index Legend
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
in the E 1/2 - SW 1/4 of Section 12 - T89N - R13W, 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
Ø	= 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

Herold-Reicks Surveying
New Hampton 641-394-2725 | Waverly 319-483-5187 | Clear Lake 641-231-8092
www.hrsurveying.com

PROFESSIONAL LAND SURVEYOR ISAIAH M. REICKS 22468 IOWA

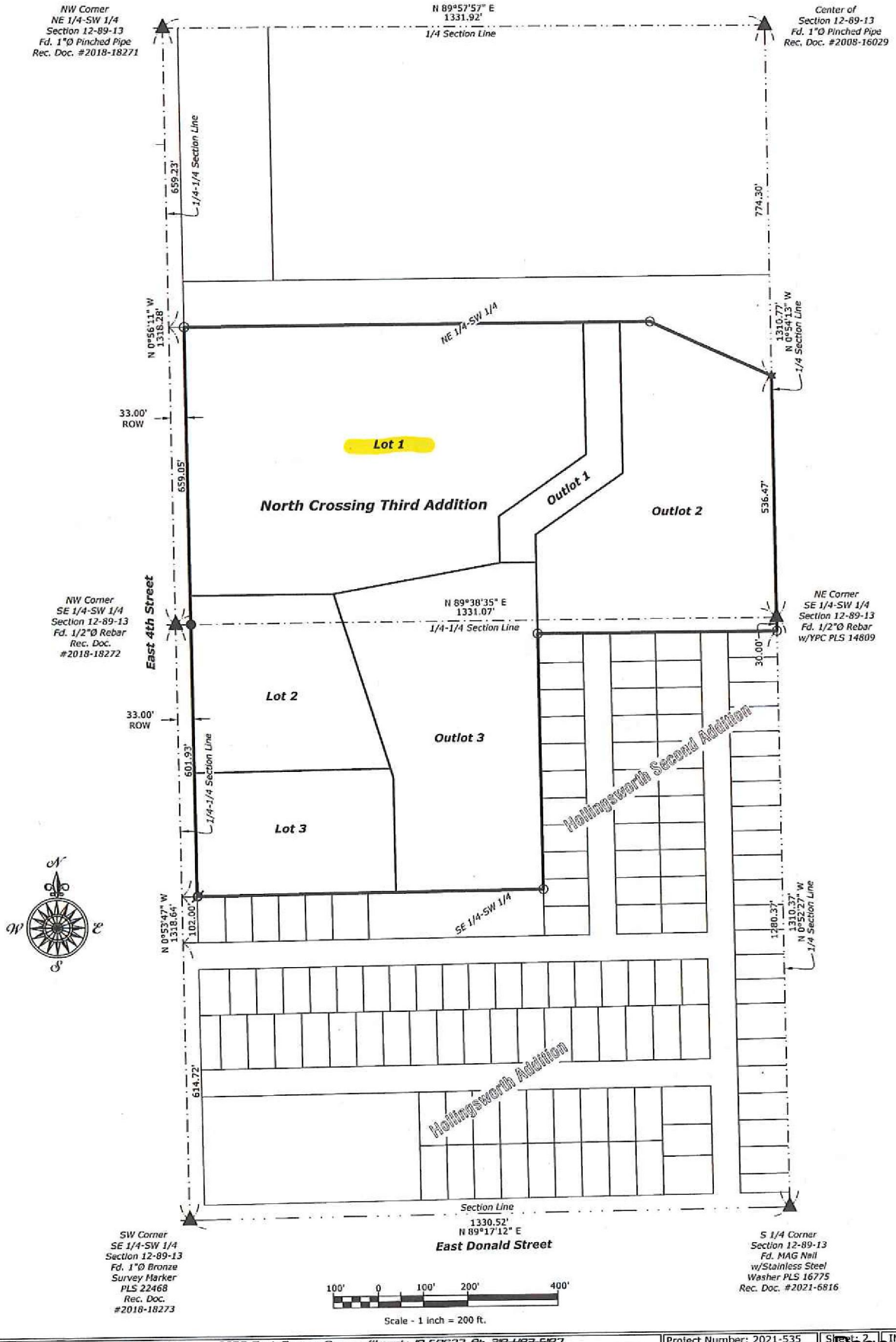
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa. The unadjusted error of closure does not exceed 1:10,000 for the subdivision 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, 2021.
Sheets covered by this seal: 1-3

File:I:_Projects - WO\County Control Systems_WO\BLACK HAWK\BHCO-13\BHCO-13.dwg, 11/23/2021 9:01:19 AM

Final Plat

North Crossing Third Addition
in the E 1/2 - SW 1/4 of Section 12 - T89N - R13W, City of Waterloo, Black Hawk County, Iowa.

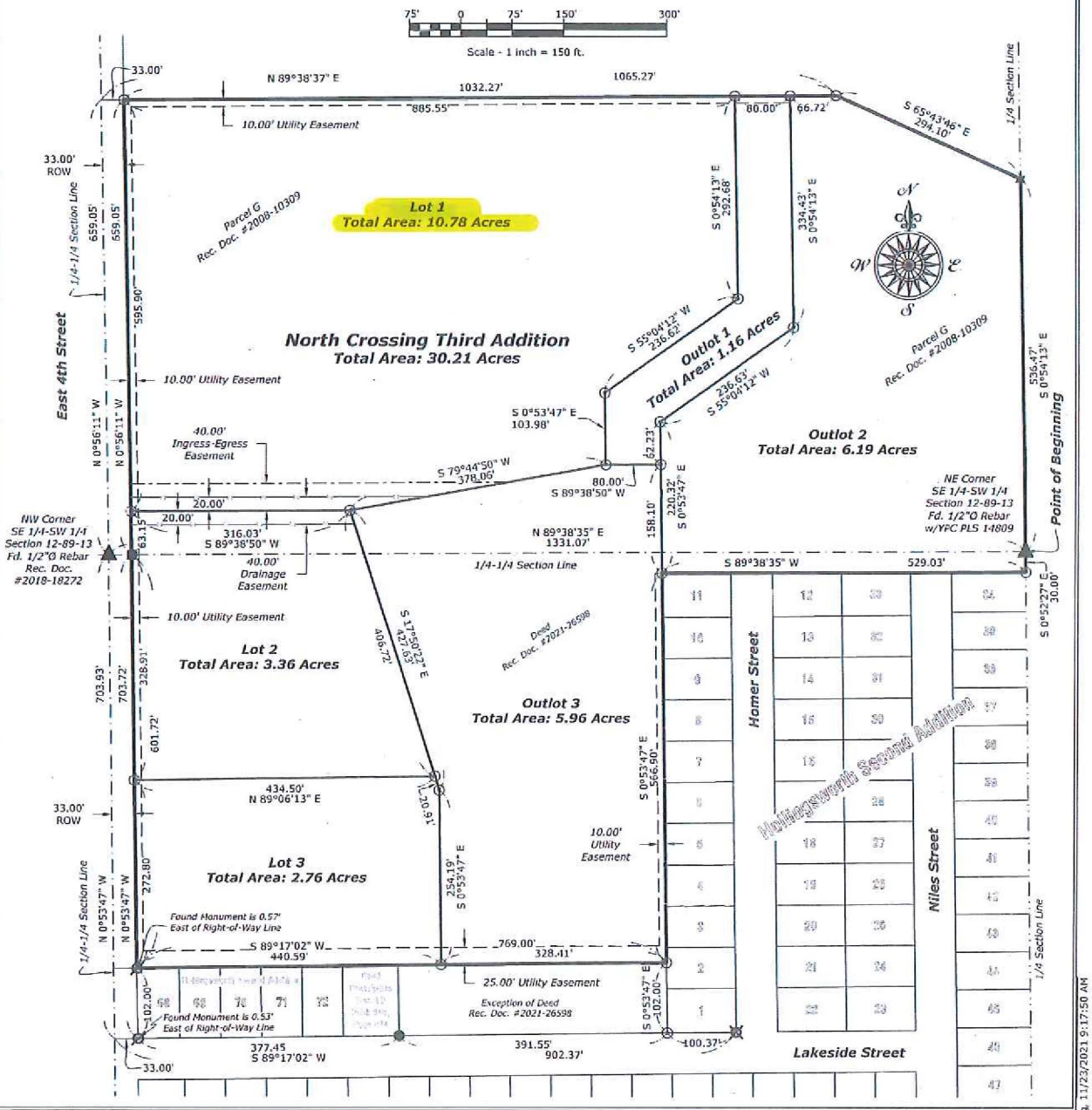


Herold - Reecks Surveying, 2206 East Bremer Avenue, Waverly, IA 50677, Ph. 319-483-5977 | Project Number: 2021-535 | Sheet: 2 | IMG_0[illegible]

I:_Projects - WO\County Control Systems_WO\BLACK HAWK\BHCO-13\BHCO-13.dwg, 11/23/2021 8:57:12 AM

Final Plat

North Crossing Third Addition
in the E 1/2 - SW 1/4 of Section 12 - T89N - R13W, City of Waterloo, Black Hawk County, Iowa.



Legal Description:

North Crossing Third Addition 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:

Beginning at the Northeast Corner of the Southeast Quarter of the Southwest Quarter of said Section;

Thence **South 00°52'27" East, 30.00 feet** along the East Line of said Quarter-Quarter Section to the Northeast Corner of Hollingsworth Second Addition;

Thence **South 89°38'35" West, 529.03 feet** along the North Line of said Addition to a Corner thereof;

Thence **South 00°53'47" East, 566.90 feet** along the West Line of said Addition to the Easterly Extension of the North Line of said Addition;

Thence **South 89°17'02" West, 769.00 feet** along said Easterly Extension and North Line thereof to the East Right-of-Way Line of East 4th Street;

Thence **North 00°53'47" West, 601.72 feet** along said East Right-of-Way Line;

Thence **North 00°56'11" West, 659.05 feet** along said East Right-of-Way Line to the Northwest Corner of Parcel G, as recorded in Document #2008-10309, on file in the Black Hawk County Recorder's Office, Waterloo Iowa;

Thence **North 89°38'37" East, 1032.27 feet** along the North Line of said Parcel G to a Corner thereof;

Thence **South 65°43'46" East, 294.10 feet** along the North Line of said Parcel G to the Northeast Corner thereof;

Thence **South 00°54'13" East, 536.47 feet** along the East Line of the Northeast Quarter of the Southwest Quarter of said Section to the Point of Beginning.

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

Annex Group Subject Property (Lot 1 of the Proposed North Crossing 3rd Addition)

A part of Auditor's Parcel G, as recorded in Document #2008-10309, on file in the Black Hawk County Recorder's Office in Waterloo, Iowa, in the Northeast Quarter of the Southwest Quarter of Section 12, T89N, R13W of the Fifth P.M., Black Hawk County, City of Waterloo, being more particularly described as follows:

Commencing at the Southwest Corner of said Quarter-Quarter Section;

Thence North 0°56'11" West, 659.05 feet along the West Line of said Quarter-Quarter Section;

Thence North 89°38'37" East, 33.00 feet to the Point of Beginning, said point also being the Northwest Corner of said Auditor's Parcel G located on the East Right-of-Way Line of East 4th Street;

Thence continuing North 89°38'37" East, 885.55 feet along the North Line of said Auditor's Parcel G;

Thence South 0°54'13" East, 292.68 feet;

Thence South 55°04'12" West, 236.62 feet;

Thence South 0°53'47" East, 103.98 feet;

Thence South 79°44'50" West, 378.06 feet;

Thence South 89°38'50" West, 316.03 feet to the East Right-of-Way Line of East 4th Street;

Thence North 0°56'11" West, 595.90 feet along said East Right-of-Way Line to the Point of Beginning.

Containing 10.78 Acres, Subject to any easements recorded or unrecorded and further subject to easements required as part of the pending subdivision infrastructure.

Preparer: Christopher S. Wendland, P.O. Box 596, Waterloo, Iowa 50704 (319) 234-5701
After recording, return to Community Planning & Development, 715 Mulberry Street, Waterloo, IA 50703.

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of _____, 2022, by and between Union Development Holdings, LLC ("Company"), and the City of Waterloo, Iowa ("City").

RECITALS

A. City is the owner of real property on E. 4th Street identified as parcel no. 8913-12-326-003, a portion of which is legally described as set forth on Exhibit "A" attached hereto (the "Property"). Company desires to undertake a project on the Property and is willing and able to finance and construct a total of at least 150 multifamily units and related improvements thereon.

B. City considers affordable housing development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives to encourage that goal. City believes that such development is in the vital and best interests of the City and in accordance with the public purposes and provisions of the applicable State and local laws and requirements under which the Projects (defined below) have been undertaken and are being assisted.

AGREEMENT

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

1. **Sale of Property; Title.** Subject to the terms hereof, City shall convey the Property to Company for the sum of $1.00 (the "Purchase Price"). Conveyance shall be by quit claim deed, free and clear of all encumbrances arising by or through City except: (a) easements, servitudes, conditions and restrictions of record; (b) current and future real estate real property taxes and assessments subject to the agreements made herein; (c) general utility and right-of-way easements serving the Property; and (d) restrictions imposed by the City zoning ordinances and other applicable law. City shall have no duty to convey title to Company until Company has delivered to City

reasonable and satisfactory proof of financial ability to undertake and carry on the Project (defined below), which may take the form of a lending commitment letter. Company may, at its own expense, obtain whatever form of title evidence it desires. If title is unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters within twenty (20) days following written notice of such objections from Company, or such additional time as agreed by the parties, Company may terminate this Agreement without further obligation. City shall provide any title documents it has in its possession, including any abstracts, within ten (10) days of the date of this Agreement to assist in title review.

2. **Delivery Date:** The City shall deliver the Property to the Company by the latter of: a) the receipt of all applicable development and construction permits as required for the Company to begin Improvements (defined below), or b) upon completion of the anticipated on-site and off-site improvements by others per the Preliminary Plat for North Crossing Third Addition prepared by Robinson Engineering Company attached hereto as Exhibit B (the "Delivery Date").

3. **Improvements by Company.** Company acknowledges that it has had a reasonable opportunity to inspect the Property and to conduct other due diligence related to the Project. Company agrees to accept the Property in its "AS IS" condition, without any warranty from City, expressed or implied, as to the condition of the Property, its marketability, or its fitness for any particular purpose. At its own cost Company shall clear all trees and shrubs necessary to undertake the Project (defined below), shall construct to a finished state at least 150 multifamily units, including installation of driveways and sidewalks, and be responsible for removal of all construction debris, proper leveling or shaping of groundscape, and grassing and/or landscaping (construction and finishing as so described are referred to collectively as the "Improvements"). The Improvements shall be constructed in accordance with the terms of this Agreement, all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. Company shall submit specific plans, building designs and site plans for City review and approval before the commencement of construction and shall not substantially deviate from such plans, specifications or designs. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Property, the Improvements, and all site preparation and development-related work to be undertaken and completed by Company under this Agreement are collectively referred to as the "Project".

4. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Company's commitment to cause the Project to be undertaken and to construct the Improvements in a timely manner constitutes a material inducement for the City to extend the incentives provided for in this Agreement, and that without said commitment City would not have done so. Subject to Unavoidable Delays (defined below), Company having pursued and received a building permit, shall begin construction of the Improvements within 30 days of the Delivery Date. (the "Project Start Date"), and

construction of Improvements must be Substantially Completed within 24 months of the Project Start Date (the "Project Completion Date"). For purposes of this Agreement, "Substantially Completed" means the date on which the Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto.

If Company has not begun construction of the Improvements by the Project Start Date, City may terminate this Agreement as set forth in Section 14, and City shall have no further obligation hereunder with respect to such Project. If construction has not begun by the Project Start Date but the development of the Project is still imminent, the City Council may, but shall not be required to, grant an extension of the Project Completion Date. If construction has commenced within the required period or any extended period and is stopped and/or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each of the foregoing is an "Unavoidable Delay"), then time lost as a result of Unavoidable Delays shall be added to extend the Project Completion Date by a number of days equal to the number of days lost as a result of Unavoidable Delays. If construction is not completed by the Project Completion Date or within the allowed period of extension, City may (i) grant an extension of the Project Completion Date, the granting of which extension will not be unreasonably withheld so long as Substantial Completion of construction is expected within a reasonable time period, or (ii) if Substantial Completion is not expected within a reasonable time period, terminate this Agreement as set forth in Section 14, title to the Property shall revert to the City, and City shall have no further obligation hereunder with respect to such Project nor any duty to compensate Company for any work or materials provided before the termination date or for the added value of improvements completed or partially completed. As promptly as possible, Company shall notify City in writing of the occurrence of any Unavoidable Delay and shall again notify City in writing when the Unavoidable Delay has ended.

5. **Reverter of Title; Indemnity.** In the event of any reverter of title, Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to a special warranty deed, or take such other actions as the City may reasonably request to effectuate said reverter and to deliver to City title to the Property that is free and clear of any lien, claim, charge, security interest, mortgage or encumbrance (collectively, "Liens") arising by or through Company. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the Property. In connection with any reverter of title, Company shall not be entitled to a refund of the Purchase Price. ***Appointment of Attorney in Fact:*** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within sixty (60) days after written demand by City, then on Company's behalf and as its attorney-in-fact City shall be authorized, but not required, to execute the special warranty deed required by this Section, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact.

A. Indemnification by Company. Company agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, cost, expense, liability or injury made, suffered, or incurred as a result of

Company's negligent act, error, omission, or willful misconduct in connection with the performance of any and all of its duties under this Agreement, or any Lien or Liens on or against the Property of any type or nature whatsoever that attaches to the Property by virtue of Company's ownership of same. If City files suit to enforce the terms of this Agreement and prevails in such suit, then Company shall be liable for all legal expenses, including but not limited to reasonable attorneys' fees, incurred by City. Company's duties of indemnity pursuant to this Section shall survive the expiration, termination or cancellation of this Agreement for any reason.

6. **Utilities.** Company will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services to any location on the Property and for payment of any associated connection fees.

7. **Incentives.** After the Improvements have been Substantially Completed, Company will be eligible for the following incentives:

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

7. **No Encumbrances; Limited Exception.** Until completion of the Improvements, Company agrees that it shall not create, incur, or suffer to exist any Liens on the Property, other than such mortgage or mortgages as may be reasonably necessary to finance Company's completion of the Improvements and of which Company notifies City before Company executes any such mortgage. Company may not mortgage the Property or any part thereof for any purpose except in connection with financing of the Improvements.

8. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Property prior to completion of the Project, whether in whole or in part, to any other person or entity without the prior written consent of City. Reasonable grounds for the City to withhold its consent shall include but are not limited to the inability of the proposed transferee to demonstrate to the City's satisfaction that it has the financial ability to observe all of the terms to be performed by Company under this Agreement.

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

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

B. Company will comply with all applicable land development laws and City and county ordinances, and all laws, rules and regulations relating to its businesses.

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

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

A. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

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

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

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

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

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

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

12. **Indemnification and Releases.**

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

B. Except for anygross negligence, error, omission, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever, by any person or entity whatsoever that arises from: (1) any violation of any term or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) Company's negligent act, error, omission, or willful misconduct in connection with construction, installation, ownership, and operation of the Improvements, or (3) otherwise as a result of or in connection with the Project

C. The indemnification obligations under this Section shall include attorneys' fees and expenses incurred by any indemnified part. The provisions of this Section shall survive the expiration or termination of this Agreement.

13. **Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean any one or more of the following events that continues beyond any applicable cure periods:

A. Failure by Company to cause the construction of the Improvements on the Property to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

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

C. Failure by any party hereto to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

D. Company (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (4) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of Company as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Company, or part thereof, shall be appointed in any proceedings brought against Company and shall not be discharged within ninety (90) days after such appointment, or if Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to a Project Site formerly owned by City.

E. Any representation or warranty made by Company in this Agreement, or made by Company in any written statement or certificate furnished by Company pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

14. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may terminate this Agreement, in whole or in part. Before exercising such remedy, City shall give 60 days' written notice to Company of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 60 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Upon termination by City pursuant to this Section 14(A), City may exercise any and all remedies available at law, equity, contract or otherwise for recovery of any sums paid by City to Company before the date of termination.

B. Default by City. Whenever any Event of Default in respect of City occurs and is continuing, Company may take such action against City to require it to specifically perform its obligations hereunder. Before exercising such

remedy, Company shall give 60 days' written notice to City of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within 60 days and City shall not have provided assurances reasonably satisfactory to the Company that the Event of Default will be cured as soon as reasonably possible. In the event that specific performance is not available for any reason whatsoever, Company may exercise any and all remedies available at law, equity, contract or otherwise for City's default hereunder.

C. Remedies under this Agreement shall be cumulative and in addition to any other right or remedy given under this Agreement or existing at law or in equity or by statute. Waiver as to any particular default, or delay or omission in exercising any right or power accruing upon any default, shall not be construed as a waiver of any other or any subsequent default and shall not impair any such right or power.

15. **Materiality of Company's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of each party to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for each party to enter this Agreement. Each party acknowledges that without such promises, covenants, representations, and warranties, the other party would not have entered this Agreement.

16. **Performance by City.** Company acknowledges and agrees that all of the obligations of City under this Agreement shall be subject to, and performed by City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with City's lawful authority. All covenants, stipulations, promises, agreements and obligations of City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any governing body member, officer, employee or agent of City in the individual capacity of such person.

17. **No Third-Party Beneficiaries.** No rights or privileges of any party hereto shall inure to the benefit of any contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, subcontractor, material supplier, or other person or entity shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

18. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, fax number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, at 409 Massachusetts Avenue, Suite 300, Indianapolis, IN, 46204, Attention: Ryan Clark.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, (iii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful. A party may change the address for giving notice by any method set forth in this Section.

19. **No Joint Venture.** Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the City and Company nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

20. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

21. **Severability; Reformation.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

22. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

23. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

24. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which, including signed counterparts delivered by facsimile or other electronic means, shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

25. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, if any, constitutes the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

26. **Time of Essence.** Time is of the essence of this Agreement.

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

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

UNION DEVELOPMENT HOLDINGS, LLC

By: _____
Kyle Bach, CEO

EXHIBIT “A”

Property Description

Annex Group Subject Property (Lot 1 of the Proposed North Crossing 3rd Addition)

A part of Auditor’s Parcel G, as recorded in Document #2008-10309, on file in the Black Hawk County Recorder’s Office in Waterloo, Iowa, in the Northeast Quarter of the Southwest Quarter of Section 12, T89N, R13W of the Fifth P.M., Black Hawk County, City of Waterloo, being more particularly described as follows:

Commencing at the Southwest Corner of said Quarter-Quarter Section;

Thence North 0°56’11” West, 659.05 feet along the West Line of said Quarter-Quarter Section;

Thence North 89°38’37” East, 33.00 feet to the Point of Beginning, said point also being the Northwest Corner of said Auditor’s Parcel G located on the East Right-of-Way Line of East 4th Street;

Thence continuing North 89°38’37” East, 885.55 feet along the North Line of said Auditor’s Parcel G;

Thence South 0°54’13” East, 292.68 feet;

Thence South 55°04’12” West, 236.62 feet;

Thence South 0°53’47” East, 103.98 feet;

Thence South 79°44’50” West, 378.06 feet;

Thence South 89°38’50” West, 316.03 feet to the East Right-of-Way Line of East 4th Street;

Thence North 0°56’11” West, 595.90 feet along said East Right-of-Way Line to the Point of Beginning.

Containing 10.78 Acres, Subject to any easements recorded or unrecorded and further subject to easements required as part of the pending subdivision infrastructure.

EXHIBIT “B”

Preliminary Plat of North Crossing Addition

See attached.

PRELIMINARY PLAT

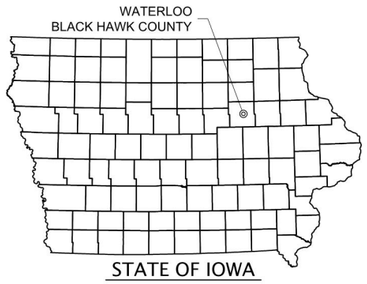
FOR

NORTH CROSSING THIRD ADDITION

TO THE CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA

PN: 4301-21

11/24/2021



SHEET INDEX

SHEET	TITLE
PP0.1	COVER SHEET
PP0.2	SITE MAP
PP1.1	NORTHWEST QUADRANT
PP1.2	NORTHEAST QUADRANT
PP1.3	SOUTHWEST QUADRANT
PP1.4	SOUTHEAST QUADRANT

LEGAL DESCRIPTION

Part of the Southwest Quadrant of Section 12, Township 89 North, Range 13 West of the Fifth Prinipal Meridian more particularly described as follows:
Commencing at the East Quarter Corner of said Section 12;
Thence South 89° 58' 10" East, 100.01 feet;
Thence South 00° 49' 42" East, 33.00 feet to the Point of Beginning, being the intersection of the East Right-of-Way line of US Highway 63 and South Right-of-Way line of Ralston Road;
Thence South 89° 58' 10" East, 519.04 feet;
Thence South 00° 55' 36" East, 259.74 feet;
Thence South 89° 57' 15" East, 680.03 feet;
Thence South 00° 56' 11" East, 108.55 feet;
Thence North 89° 38' 37" East, 1,098.27 feet;
Thence South 65° 43' 46" East, 294.10 feet;
Thence South 00° 54' 09" East, 566.47 feet;
Thence South 89° 38' 35" West, 529.03 feet;
Thence South 00° 53' 47" East, 566.90 feet;
Thence South 89° 17' 02" West, 835.00 feet;
Thence South 00° 53' 47" East, 174.84 feet;
Thence North 89° 55' 10" West, 628.27 feet;
Thence North 00° 34' 01" West, 291.07 feet;
Thence South 89° 06' 13" West, 117.51 feet;
Thence 356.34 feet along a 230.00 foot radius curve concave northeasterly with a long chord bearing North 46° 30' 42 West, 321.76 feet;
Thence North 46° 00' 04" West, 14.18 feet;
Thence South 89° 09' 42" West, 53.17 feet;
Thence North 00° 51' 00" West, 10.00 feet;
Thence South 89° 09' 42" West, 163.92 feet;
Thence South 00° 46' 10" East, 10.00 feet;
Thence South 00° 49' 42" East, 138.59 feet;
Thence South 89° 07' 36" West, 36.00 feet;
Thence North 00° 49' 42" West, 68.98 feet;
Thence North 14° 16' 28" East, 58.34 feet;
Thence North 00° 49' 52" West, 274.51 feet;
Thence North 06° 45' 49" East, 25.30 feet;
Thence North 00° 21' 10" West, 382.22 feet;
Thence North 02° 22' 02" East, 256.50 feet;
Thence North 00° 49' 42" West, 362.25 feet to the Point of Beginning;

Excepting that portion of land described in Warranty Deed recorded in Book 658, Page 762 in the Black Hawk County, Iowa Recorders Office

Containing 71.91 Acres

CURRENT ZONING

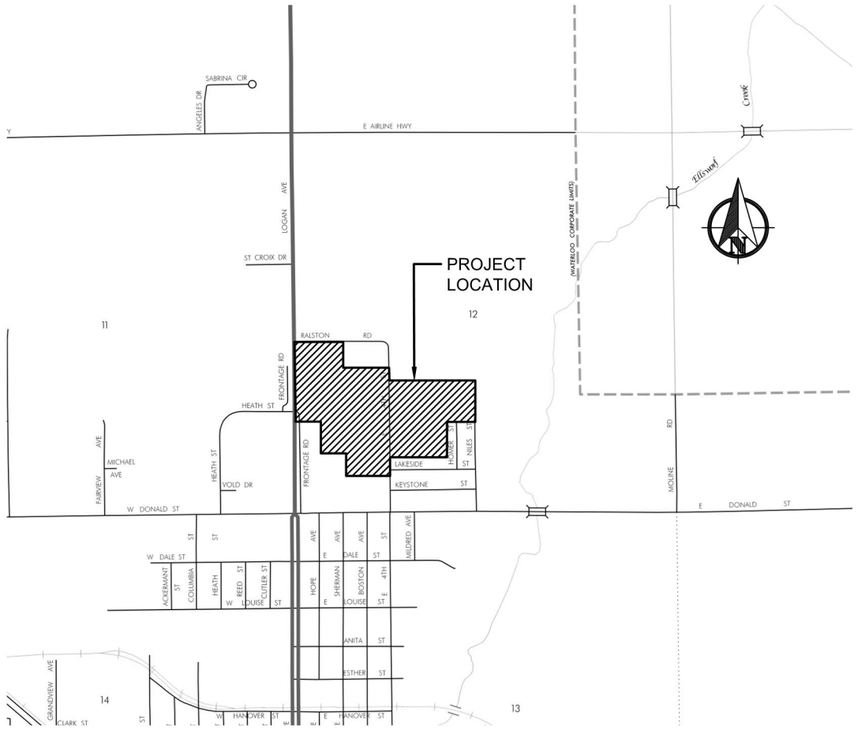
WEST OF 4th STREET: C-2 & C-P
EAST OF 4th STREET: R4-RP

PROPOSED ZONING

NO CHANGE

AVERAGE LOT SIZE

2.36 ACRES (FIGURE EXCLUDES ALL TRACTS)



LOCATION MAP
WATERLOO, IOWA
NTS

Robinson Engineering Company
Consulting Engineers

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

DEVELOPER

NOEL ANDERSON
CITY OF WATERLOO
715 MULBERRY STREET
WATERLOO, IOWA 50703

OWNERS

CITY OF WATERLOO
NORTH CROSSING, LLC

CIVIL ENGINEER

ROBINSON ENGINEERING
819 SECOND STREET NE
INDEPENDENCE, IOWA 50644
319-334-7211
PROJECT CONTACT: ALEX BOWER
ENGINEER: MONICA SMITH

NOTES

1. THIS PRELIMINARY PLAT IS A CONCEPTUAL REPRESENTATION OF THE PROPOSED DEVELOPMENT. ANY FINAL PLAT AND RELATED IMPROVEMENTS REQUIRED BY THE DEVELOPMENT SHALL MEET THE REQUIREMENTS OF THE CITY OF WATERLOO
2. FINAL EASEMENT SIZING SHALL BE REVIEWED AT TIME OF FINAL PLATTING. SIZING SHOWN IS BASED ON ASSUMED DEPTH AND SIZES OF UTILITIES
3. TRACT D SHALL BE DEDICATED TO THE CITY OF WATERLOO FOR STORM WATER CONVEYANCE
4. TRACT B SHALL BE RETAINED FOR FUTURE DEVELOPMENT FOR LAND CONVEYANCE AND IS NOT PROPOSED AS A DEVELOPABLE PARCEL.
5. TRACTS A AND C SHALL BE USED FOR STORM WATER DETENTION/RETENTION AND OVERFLOW ROUTING. FINAL SIZING IS DEPENDENT ON AN APPROVED STORM WATER MANAGEMENT REPORT.
6. TRACT E SHALL BE DEDICATED TO THE CITY OF WATERLOO FOR PUBLIC RIGHT-OF-WAY
7. TRACTS F AND G ARE PROPOSED TO BE DEDICATED TO ADJACENT PROPERTY OWNER(S) TO EXPAND EXISTING PARCELS AND/OR VACATE EXISTING RIGHT-OF-WAY
8. APPROPRIATE BUFFERING SHALL APPLY PER CITY CODE RELATING TO PERMITTED USE OF DIFFERENT ZONING ADJACENT TO EACH OTHER.
9. ALL LOT FRONTAGE (INCLUDING DOUBLE FRONTAGE), SHALL HAVE A 10' PUBLIC UTILITY EASEMENT FROM THE PROPERTY LINE INTO THE LOT UNLESS NOTED AS GREATER ON THIS DOCUMENT.
10. STREET LIGHT LOCATIONS SHOWN ON THE PRELIMINARY PLAT ARE SUBJECT TO DESIGN. FINAL LOCATIONS WILL BE COORDINATED WITH THE CITY OF WATERLOO AND MIDAMERICAN ENERGY FOR THE TYPE OF LUMINARY SELECTED AT THE TIME OF FINAL PLATTING. INTERVALS SHOWN ON PLAT ASSUME AN EFFECTIVE ILLUMINATION OF 300'-400'
11. ALL UTILITY EASEMENT SHOWN ARE SUBJECT TO UTILITY APPROVAL AT TIME OF FINAL PLATTING.
12. CONSTRUCTION OF NORTH FRONT DRIVE AND IT'S ASSOCIATED SIDEWALKS, RIGHT-OF-WAY DEDICATIONS, AND STORM INFRASTRUCTURE IS SUBJECT TO APPROVAL OF IOWA DOT AND FURTHER SUBJECT TO THE NEEDS OF END USERS FOR EACH DEVELOPED LOT.

PP0.1

11/24/2021
PRELIM



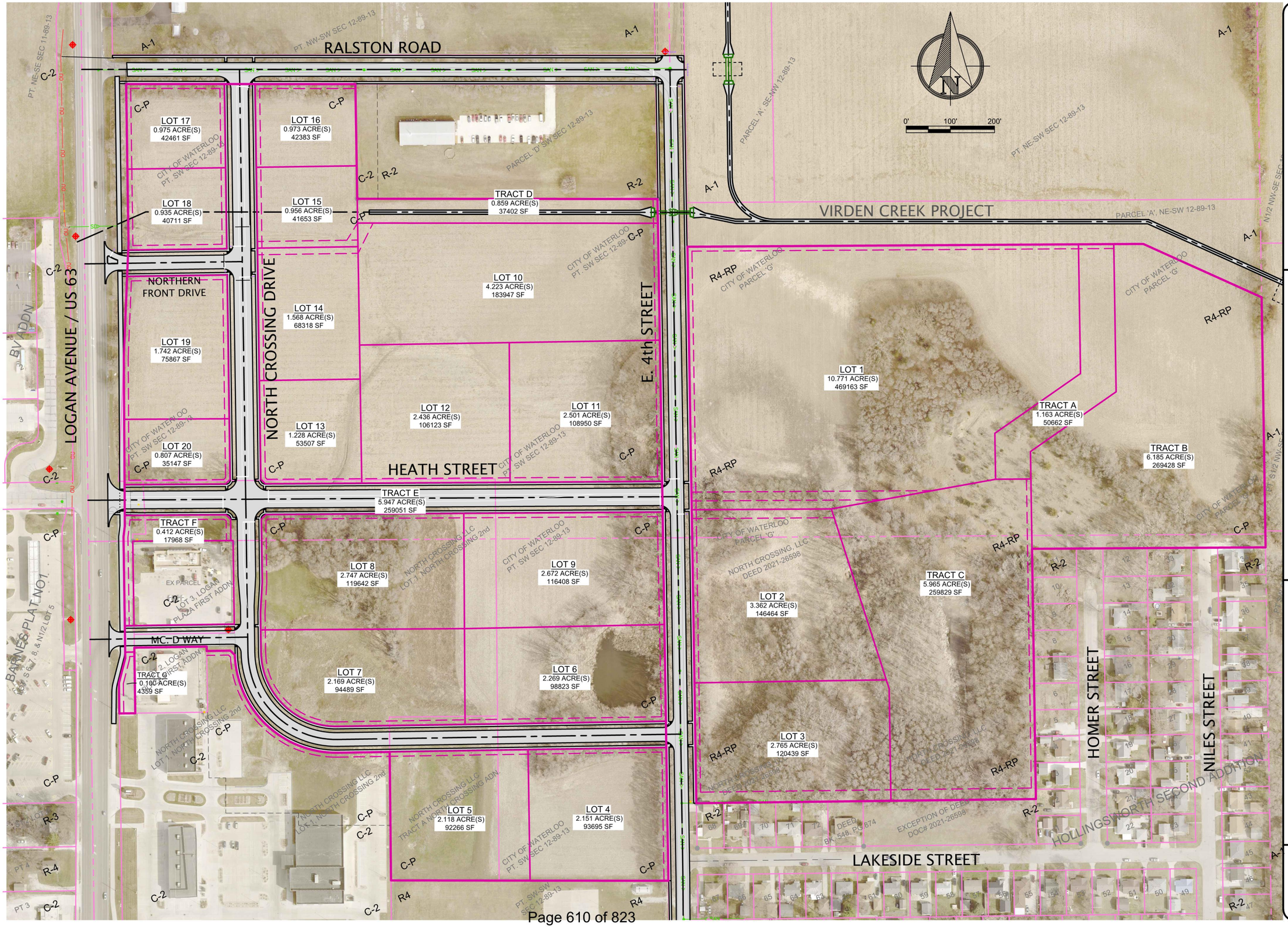
I hereby certify that this Engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

MONICA M. SMITH LICENSE NO. 15074

Signature Date

My renewal date is December 31, 2021

Pages or sheets covered by this seal: 'C' SHEETS



Robinson Engineering Company
Consulting Engineers
819 Second Street NE
Independence, Iowa 50644
319.334.7211

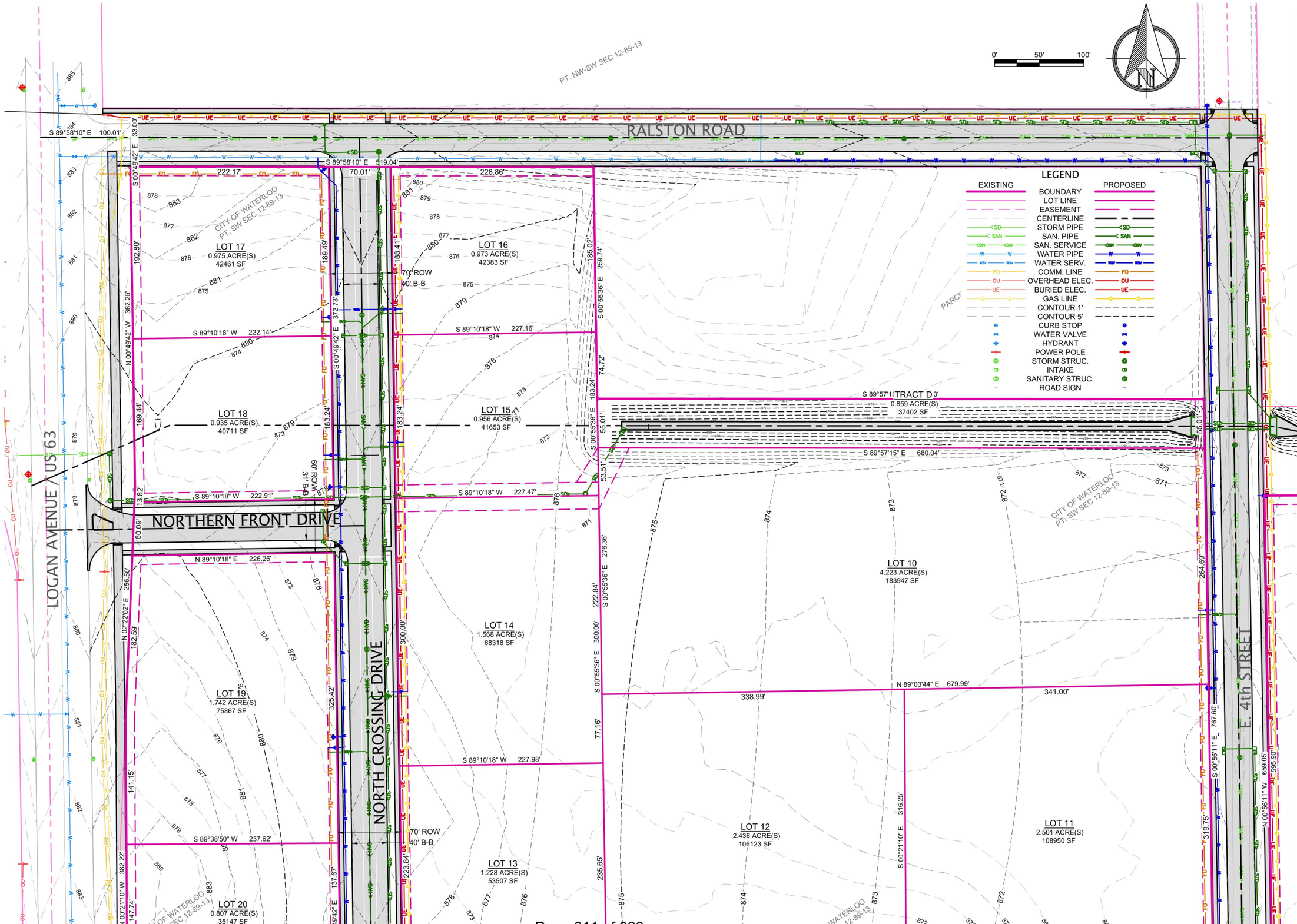
SITE MAP

PRELIMINARY PLAT
NORTH CROSSING THIRD ADDITION
PN: 4301-21

CITY OF WATERLOO
715 MULBERRY STREET
WATERLOO, IOWA 50703

PP0.2

11/24/2021
PRELIM



Robinson Engineering Company
Consulting Engineers
819 Second Street NE
Independence, Iowa 50644
319.334.7211

NORTHWEST QUADRANT

PRELIMINARY PLAT
NORTH CROSSING THIRD ADDITION
PN: 4301-21

CITY OF WATERLOO
715 MULBERRY STREET
WATERLOO, IOWA 50703

PP1.1

11/24/2021
PRELIM

RALSTON ROAD

E. 4th STREET

VIRDEN CREEK PROJECT

PARCEL 'A', SE-NW 12-89-13

PT. NE-SW SEC 12-89-13

VIRDEN CREEK PROJECT

PARCEL 'A', NE-SW 12-89-13

N1/2 NW-SE SEC 12-89-13

PT. S1/2 NW-SE SEC 12-89-13

31' B-B
66' ROW (EXISTING)

66' ROW (EXISTING)
31' B-B

55.01'

264.69'

767.60'

S 00°56'11" E

N 00°56'11" W 659.05'

595.30'

319.75'

700.00'

N 89°38'37" E 1032.27'

885.55'

10' PUBLIC UTILITY EASEMENT

CITY OF WATERLOO PARCEL 'G'

CITY OF WATERLOO PARCEL 'G'

CITY OF WATERLOO PARCEL 'G'

80.00'

66.72'

S 65°43'46" E 294.10'

S 00°54'13" E 334.43'

S 00°53'47" E 292.68'

S 00°54'09" E 566.47'

S 55°04'12" W 236.62'

S 55°04'12" W 236.63'

103.98'

5:1

62.23'

220.32'

N 00°53'47" W

S 89°38'50" W 80.00'

S 79°44'50" W 378.06'

LOT 1
10.771 ACRE(S)
469163 SF

TRACT A
1.163 ACRE(S)
50662 SF

TRACT B
6.185 ACRE(S)
269428 SF

40' INGRESS / EGRESS EASEMENT FOR DETENTION AND DRAINAGE MAINTENANCE

20' STORM SEWER AND DRAINAGE EASEMENT

LEGEND

EXISTING		PROPOSED
	BOUNDARY	
	LOT LINE	
	EASEMENT	
	CENTERLINE	
SD	STORM PIPE	SD
SAN	SAN. PIPE	SAN
SSV	SAN. SERVICE	SSV
W	WATER PIPE	W
WSV	WATER SERV.	WSV
FO	COMM. LINE	FO
OU	OVERHEAD ELEC.	OU
UE	BURIED ELEC.	UE
G	GAS LINE	G
	CONTOUR 1'	
	CONTOUR 5'	
	CURB STOP	
	WATER VALVE	
	HYDRANT	
	POWER POLE	
	STORM STRUC.	
	INTAKE	
	SANITARY STRUC.	
	ROAD SIGN	

0' 50' 100'

Robinson Engineering Company
Consulting Engineers
819 Second Street NE
Independence, Iowa 50644
319.334.7211

NORTHEAST QUADRANT

PRELIMINARY PLAT
NORTH CROSSING THIRD ADDITION
PN: 4301-21
CITY OF WATERLOO
715 MULBERRY STREET
WATERLOO, IOWA 50703

PP1.2
11/24/2021
PRELIM

HEATH STREET

NORTH CROSSING DRIVE

MC. D WAY

LOGAN AVENUE / US 63

E. 4th STREET

LOT 20
0.807 ACRE(S)
35147 SF

TRACT E
5.947 ACRE(S)
259051 SF

TRACT F
0.412 ACRE(S)
17968 SF

TRACT G
0.100 ACRE(S)
4359 SF

LOT 8
2.747 ACRE(S)
119642 SF

LOT 9
2.672 ACRE(S)
116408 SF

LOT 7
2.169 ACRE(S)
94489 SF

LOT 6
2.269 ACRE(S)
98823 SF

LOT 5
2.118 ACRE(S)
92266 SF

LOT 4
2.151 ACRE(S)
93695 SF

EX PARCEL

LOT 3, LOGAN PLAZA FIRST ADDN

LOT 2, LOGAN PLAZA FIRST ADDN

NORTH CROSSING LLC
LOT 1, NORTH CROSSING 2nd

NORTH CROSSING LLC
TRACT A NORTH CROSSING ADN.

CITY OF WATERLOO
PT. SW SEC 12-89-13

66' ROW (EXISTING)

EX. DETENTION TO BE RELOCATED TO REGIONAL BASIN

20' ROW ACQUISITION TBD

30' ROW ACQUISITION TBD

LEGEND

EXISTING		PROPOSED
	BOUNDARY	
	LOT LINE	
	EASEMENT	
	CENTERLINE	
SD	STORM PIPE	SD
SAN	SAN. PIPE	SAN
SSV	SAN. SERVICE	SSV
W	WATER PIPE	W
WSV	WATER SERV.	WSV
FO	COMM. LINE	FO
OU	OVERHEAD ELEC.	OU
UE	BURIED ELEC.	UE
G	GAS LINE	G
	CONTOUR 1'	
	CONTOUR 5'	
	CURB STOP	
	WATER VALVE	
	HYDRANT	
	POWER POLE	
	STORM STRUC.	
	INTAKE	
	SANITARY STRUC.	
	ROAD SIGN	

0' 50' 100'

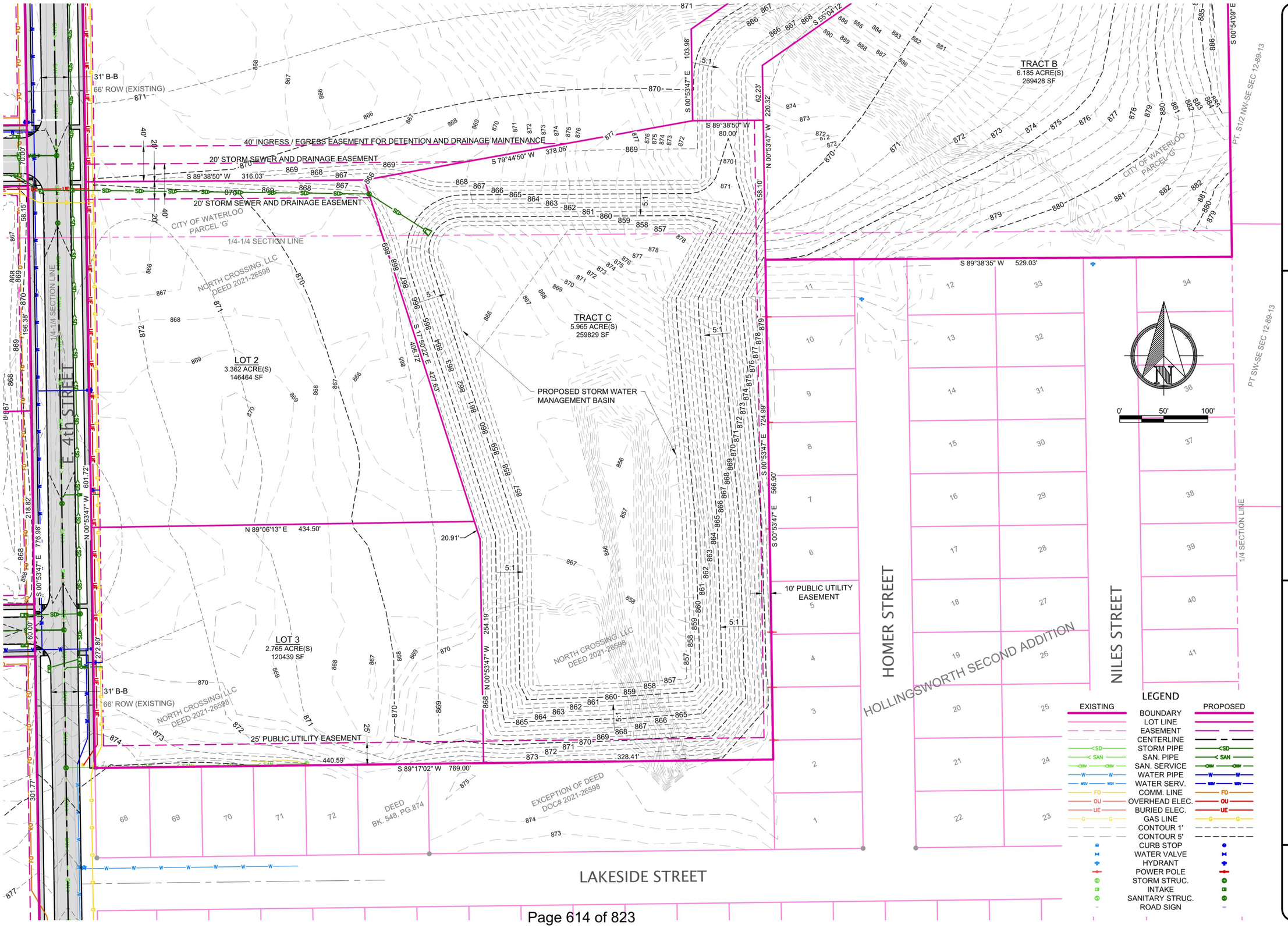
Robinson Engineering Company
Consulting Engineers
819 Second Street NE
Independence, Iowa 50644
319.334.7211

SOUTHWEST QUADRANT

PRELIMINARY PLAT
NORTH CROSSING THIRD ADDITION
PN: 4301-21

CITY OF WATERLOO
715 MULBERRY STREET
WATERLOO, IOWA 50703

PP1.3
11/24/2021
PRELIM



Robinson Engineering Company
Consulting Engineers
819 Second Street NE
Independence, Iowa 50644
319.334.7211

SOUTHEAST QUADRANT

PRELIMINARY PLAT
NORTH CROSSING THIRD ADDITION
PN: 4301-21

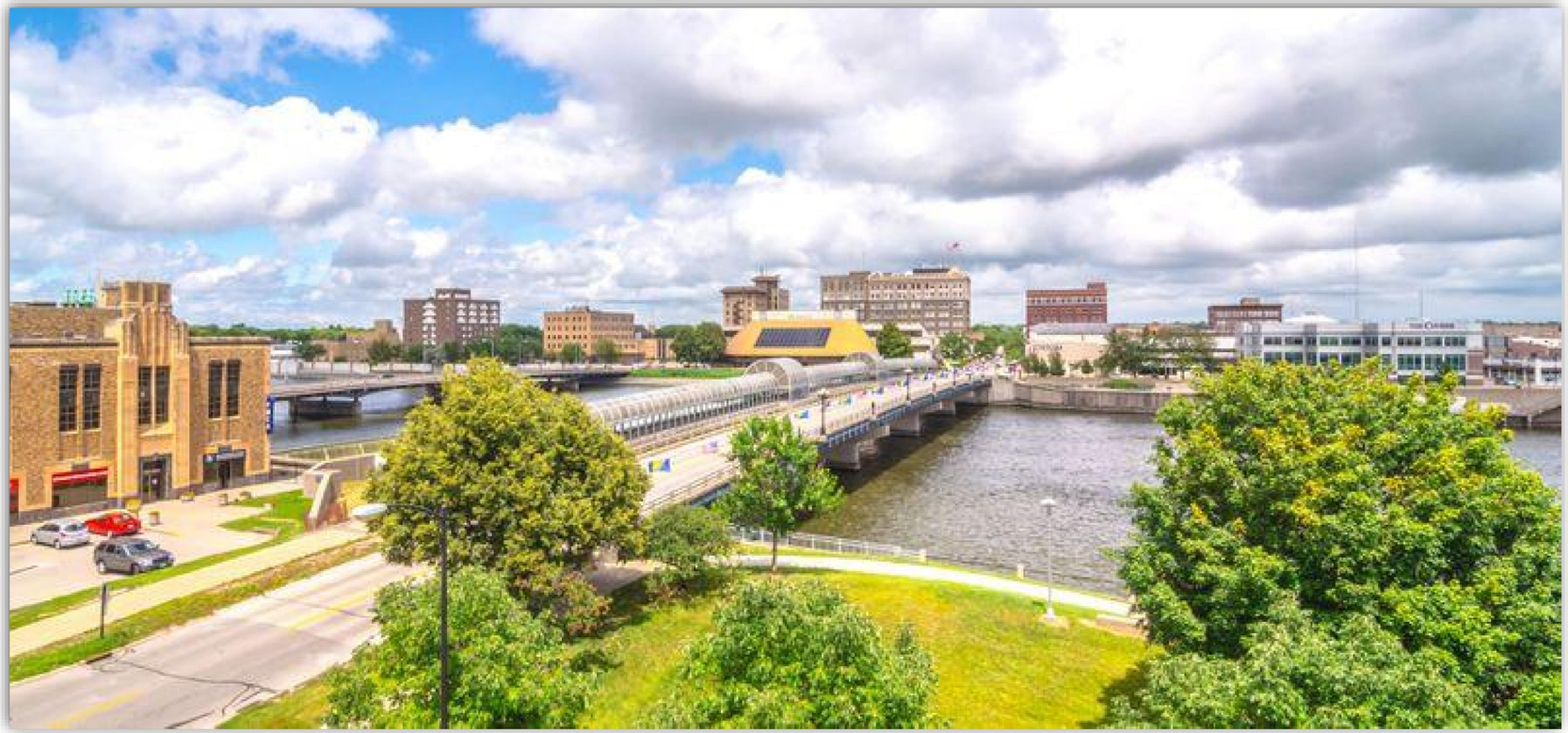
CITY OF WATERLOO
715 MULBERRY STREET
WATERLOO, IOWA 50703

PP1.4

11/24/2021
PRELIM

UNION AT NORTH CROSSING

Waterloo, IA



THE ANNEX GROUP®

About US

The Annex Group® is an Indiana based multi-family housing developer, general contractor, 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.



Chief Executive Officer



President



Chief Strategy Officer & General Counsel



Chief Financial Officer



VP of Development



VP of Construction



Senior Director of Development

15-YEARS OF EXPERIENCE

AFFORDABLE HOUSING FOCUSED

OVER $1 BILLION IN PROJECTS

VERTICALLY INTEGRATED

UNDERSERVED MARKET FOCUSED

PORTFOLIO



Union at Oak Grove
Howell, MI
Affordable Housing

Expected Delivery: October 2023
New Construction, Ground Up Development
Status: Under Construction
220 units



Union at 16th
Indianapolis, IN
Affordable Housing

Expected Delivery: December 2021
New Construction, Ground Up Development
Status: Under Construction
159 units



The Annex of Ruston
Ruston, LA
Student housing serving students of Louisiana Tech University

New Construction, Ground Up Development
Status: Under Construction
118 units / 324 beds



Union at the Loop
Lawrence, KS
Affordable Housing

Expected Delivery: October 2022
New Construction, Ground Up Development
Status: Under Construction
248 units



The Annex of Memphis
Memphis, TN
Student Housing

Delivered: August 2021
New Construction, Ground Up Development
Status: Operational
85 units / 208 beds



Union at Washington
Kokomo, IN
Affordable housing

Delivered: July 2020
New Construction, Ground Up Development
Status: Operational
51 units



Union at Wiley
Cedar Rapids, IA
Affordable Housing

Expected Delivery: October 2022
New Construction, Ground Up Development
Status: Under Construction
180 units



Union at Crescent
Bloomington, IN
Affordable housing

Delivered: August 2020
New Construction, Ground Up Development
Status: Operational
146 units



The Annex of Oshkosh
Oshkosh, WI
Student housing serving students of University of Wisconsin-Oshkosh

Delivered: September 2018
New Construction, Ground Up Development
Status: Operational
140 units / 310 beds



The Annex of Bozeman
Bozeman, MT
Workforce Housing

Expected Delivery: August 2022
New Construction, Ground Up Development
Status: Under Construction
134 units



Public Private Partnership (P3)
Monroe, LA
On-Campus Housing University of Louisiana at Monroe

Delivered: December 2020
New Construction, Ground Up Development
Status: Developed
127 units / 372 beds



The Annex of Terre Haute
Terre Haute, IN
Student housing serving students of Indiana State University

Delivered: August 2018
New Construction, Ground Up Development
Status: Operational
254 units / 408 beds

Company Accolades

THE ANNEX OF KOKOMO AWARDED BEST STUDENT HOUSING COMMUNITY AT 2017 IAA PRODIGY AWARDS

INDIANAPOLIS, IN – The Annex of Kokomo, a student housing community in Kokomo Indiana, managed by Landmark, was awarded Best Student Housing Community in Indiana by theIndiana Apartment Association's (IAA) 2017 Prodigy Awards.

THE ANNEX OF KOKOMO RECEIVED 2017 BEST OF KOKOMO AWARD

KOKOMO , IN - Annex of Kokomo has been selected for the 2017 Best of Kokomo Award in the Student Housing Center category by the Kokomo Award Program.

PATTERN MILL PRESENTED 2017 EXCELLENCE IN AFFORDABLE HOUSING AWARD

INDIANAPOLIS, IN - Pattern Mill, an affordable housing community located in Connersville, IN, was awarded 2017 Excellence in Affordable Housing at the Indiana Housing

INDIANAPOLIS BUSINESS JOURNAL UNVEILED ANNEX STUDENT LIVING AS FASTEST GROWING COMPANY FOR 2016

INDIANAPOLIS, IN - Annex Student Living: The Indianapolis Business Journal announced Annex Student Living as the Fastest Growing Company in its Fast 25 awards ceremony.

INDIANAPOLIS BUSINESS JOURNAL NAMED ANNEX STUDENT LIVING AS TOP 10 FASTEST-GROWING INDIANAPOLIS BUSINESS IN 2015.

INDIANAPOLIS, IN - Annex Student Living made the top ten in the Indianapolis Business Journal's annual ranking of the 25 fastest-growing private companies in the Indianapolis area.

ANNEX STUDENT LIVING NAMED AN INDIANA 'COMPANIES TO WATCH' 2015 WINNER

INDIANAPOLIS, IN – Annex Student Living has been named 'Companies to Watch' by the Office of Small Business and Entrepreneurship (OSBE)

UNION AT CRESCENT AWARDED BEST TAX CREDIT AFFORDABLE HOUSING COMMUNITY AT 2021 IAA PRODIGY AWARDS

INDIANAPOLIS, IN – Union at Crescent, an affordable housing community in Bloomington, Indiana, managed by Crestline, was awarded Best Tax Credit Affordable Housing Community by the Indiana Apartment Association's (IAA) 2021 Prodigy Awards.

THE ANNEX GROUP WAS AWARDED BEST STUDENT HOUSING DEVELOPMENT FIRM

INDIANAPOLIS, IN – The Annex Group® was awarded Best Student Housing Development Firm - Midwest USA by the 2019 BUILD Real Estate and Property Awards.

THE ANNEX OF TERRE HAUTE AWARDED BEST STUDENT HOUSING COMMUNITY AT 2019 IAA PRODIGY AWARDS

INDIANAPOLIS, IN – The Annex of Terre Haute, a student housing community in Terre Haute, Indiana, managed by Landmark, was awarded Best Student Housing Community by the Indiana Apartment Association's (IAA) 2019 Prodigy Awards.

THE ANNEX ON TENTH AWARDED BEST STUDENT HOUSING COMMUNITY AT 2018 IAA PRODIGY AWARDS

INDIANAPOLIS, IN – The Annex on Tenth, a student housing community in Indianapolis Indiana,managed by Landmark, was awarded Best Student Housing Community by the Indiana Apartment Association's (IAA) 2018 Prodigy Award

THE ANNEX OF TERRE HAUTE AWARDED BEST OVERALL MARKETING PROGRAM AND BEST LEASE-UP COMMUNITY AT 2018 IAA PRODIGY

INDIANAPOLIS, IN – The Annex of Terre Haute, a student housing community in Terre Haute Indiana, managed by Landmark, was awarded Best Overall Community Marketing Program and Best Lease-Up Community by the Indiana Apartment Association's (IAA) 2018 Prodigy Awards.

INDIANAPOLIS BUSINESS JOURNAL UNVEILED THE ANNEX GROUP AS SEVENTH FASTEST GROWING COMPANY FOR 2017

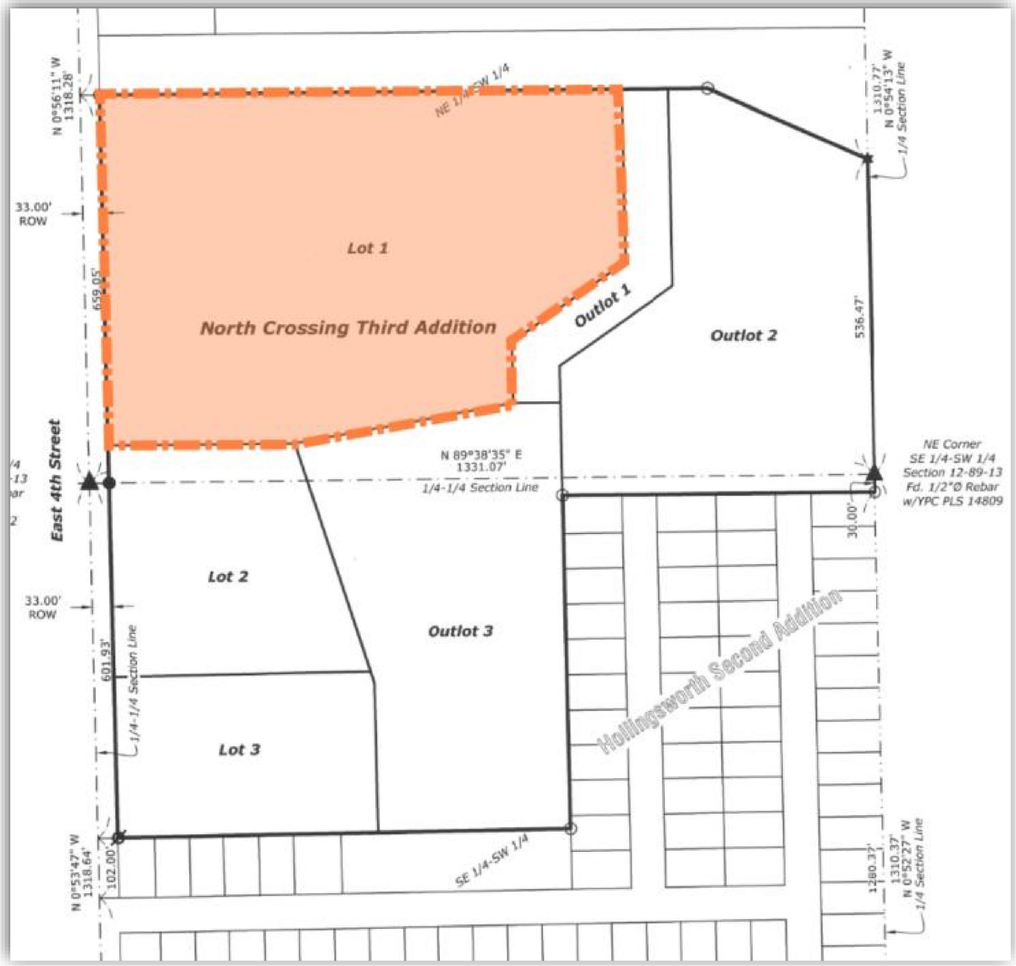
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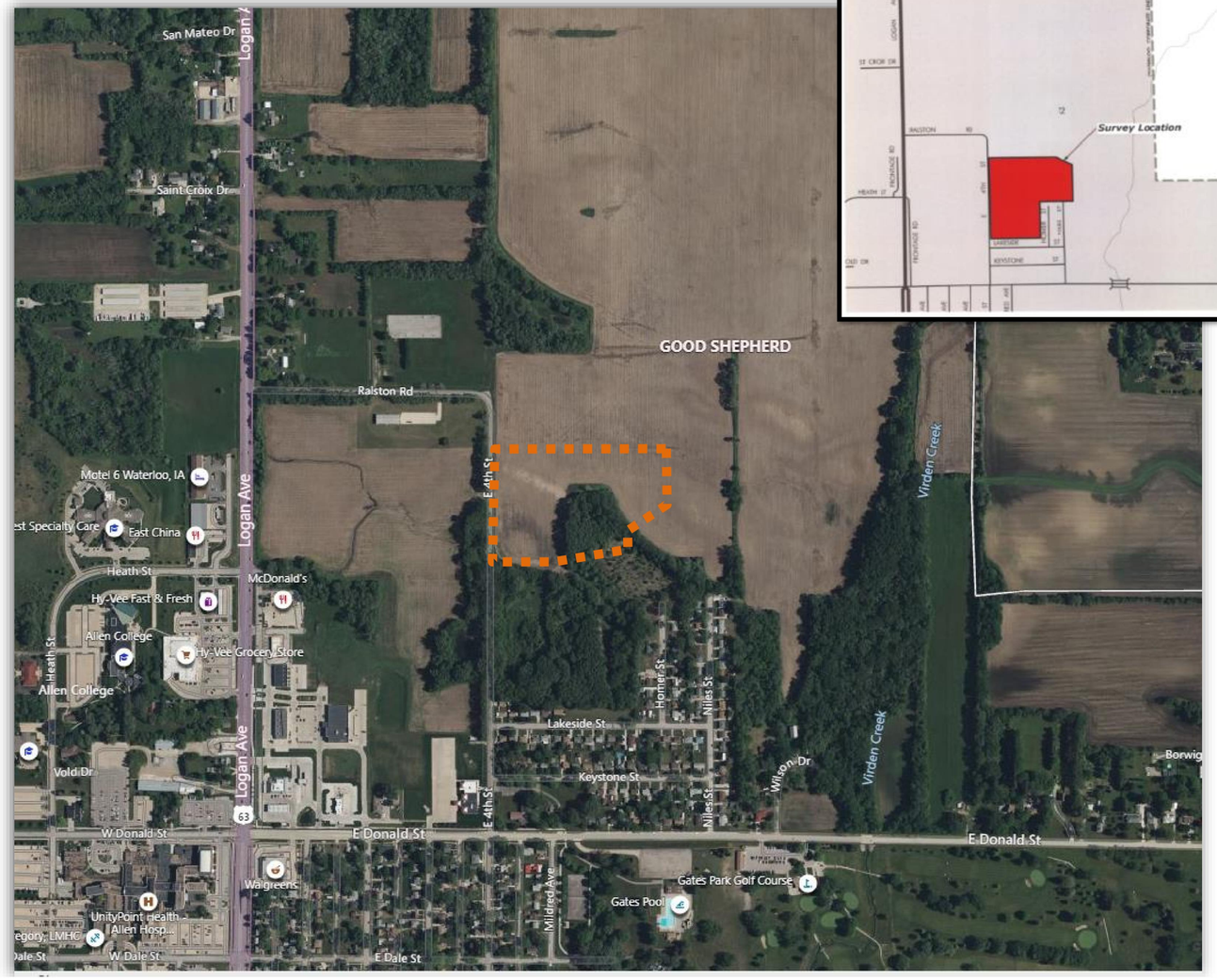
THE ANNEX OF RICHMOND AWARDED BEST OVERALL CURB APPEAL IN IAA PRODIGY AWARDS

INDIANAPOLIS, IN – The Annex of Richmond, a student housing community in Richmond Indiana, managed by Landmark, was awarded Best Overall Curb Appeal in Indiana by the Indiana Apartment Association's (IAA) 2017 Prodigy Awards.

Union at North Crossing

Waterloo, IA





Site Features



- Master Developer (North Crossing, LLC) ~30 acres
  - Rough graded, utilities stubbed, regional detention
- Annex | City Development Agreement – 10.78 acres
- Zoning:
  - R-P, Planned Residence District
  - R-4, Multiple Residence District
- Amenity rich location:
  - Near Transit
  - Restaurants, Grocery, Recreation
  - Healthcare
- Employment Opportunities



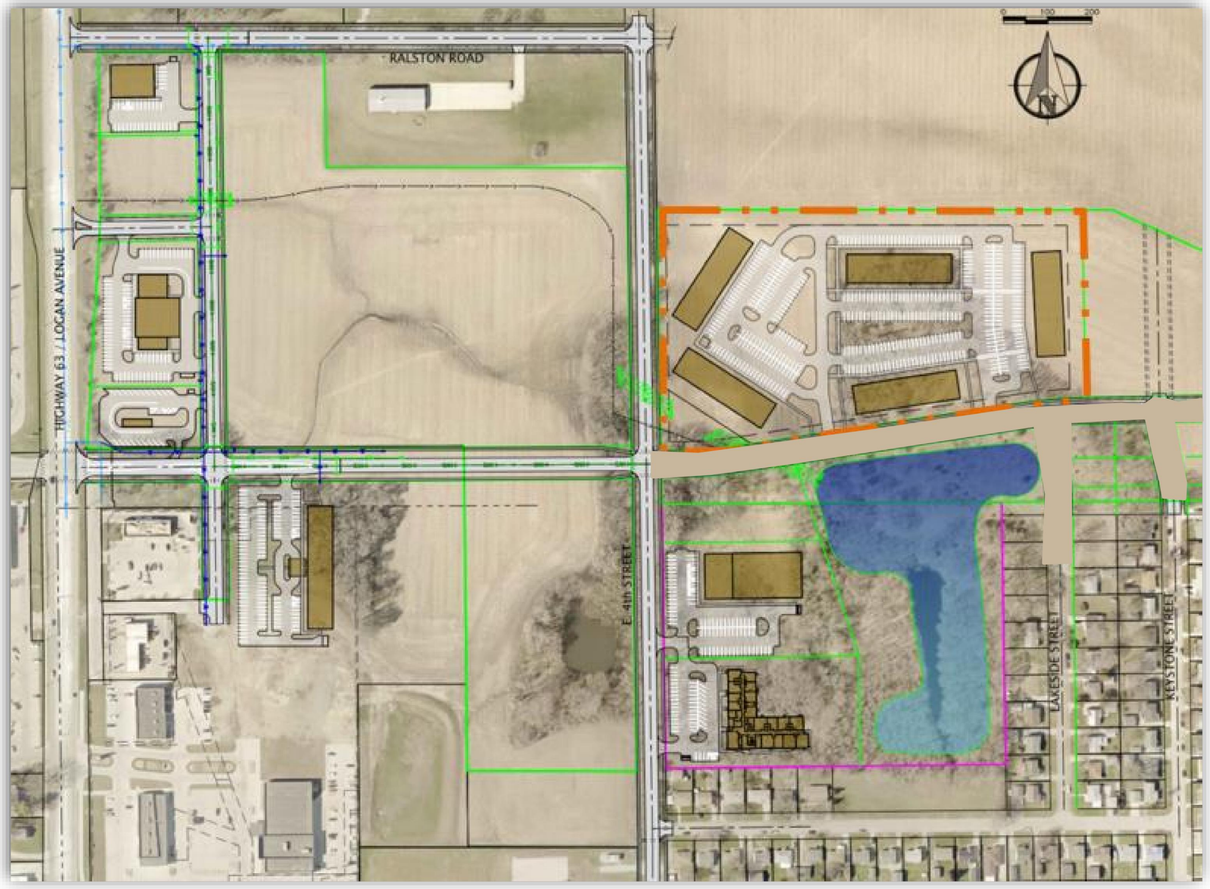
Preliminary Development Concept

Development Proposal	
180 Units	54 1bd 72 2bd 54 3bd
Rent/Income	60% AMI
Construction Start	Q1 2023
Market Entry	Q1 2024
Construction Completion	Q4 2024



Elevation – example only, subject to change

Initial test fit, subject to change



Affordable Need

40% of Waterloo renters paying too much for housing, study shows

The Courier Amie Rivers Dec 21, 2021, Updated Jan 26, 2022

Waterloo - Poverty and unemployment are “relatively high” in Waterloo, with 1 in 6 homeowners and ***2 of 5 renters paying more than 35% of their income for housing.*** Many low-income residents don’t make enough money at their jobs to afford a median-priced home in the city, according to a recent study.

Councilor Jonathan Grieder said he read the study “a couple of times,” calling the issue “incredibly important.” He said the study was “eye-opening” in terms of the disparities**: *16.7% of homeowners and 41.2% of renters were found to be paying more than 35% of their income toward mortgage or rent.***
“That is a very scary number when we think about retention rates of renters,” he said. “This is a gauntlet being thrown down to do something about it. ... Housing is fundamental, and everyone should be able to afford a home.” Councilor Dave Boesen agreed the numbers were concerning, but worried INRCOG was using old data. Brian Schoon, who presented the report on behalf of Phillips, noted numbers would be updated as more Census Bureau data comes out.

Mayor Quentin Hart said ***affordable housing is one of the city’s 2030 Vision goals and is “definitely a priority. Within the next month or two, we will be coming before you with options for plans,”*** he said.

... Waterloo had an average of 142 new housing units permitted annually, or around 0.46% of the city’s total housing stock — below the 1% considered an “optimal” housing market.

$9M awarded to local housing trust funds; more than half-million to Cedar Valley

The Courier Amie Rivers Jan 7, 2022

More than $9 million will be awarded to 27 local housing trust funds around Iowa in 2022, the largest amount allocated by the Legislature since the State Housing Trust Fund was created in 2003, according to the Iowa Finance Authority... ***money going to between seven and 11 different agencies, each of which will work on “decent, safe and affordable housing for Iowans,”*** according to the Iowa Finance Authority, which notes the program has granted $93 million statewide since 2003, benefiting more than 31,000 families***...“The age of the units in our region, they’re older,” Schoon said. “Just keeping up homes that are aging is a challenge.” The $9 million this year is expected to help around 2,100 families.*** IFA Executive Director Debi Durham said in a release...***“This funding increase will soon make a very real impact on Iowans and our communities.”***

Additional Project Details

Union at North Crossing – Anticipated Timeline	
IFA Application Process	May – August 2022
Site Plan Amendment	May – August 2022
Site | Building Permit Completion	December – February 2023
Construction Start	February 2023*
Construction Completion	September 2024
Community Served	+300 Residents
Community Investment	$32MM - $38MM

2021 Eligible Income (Min/Max) 60% AMI		
1 Bedroom / 1 Bath	$28,594	$35,580
2 Bedroom / 2 Bath	$34,286	$40,020
3 Bedroom / 2 Bath	$39,634	$48,060

Community Amenities

Clubhouse Fitness Center
Pet Area Playground
Outdoor Picnic Area

In-Unit Amenities

Garbage Disposal LVT Flooring
Washer/Dryers Balconies



Elevation – example only, subject to change

**Dependent upon permit receipt and Master Developer site delivery*



THE ANNEX GROUP®

www.theannexgrp.com

Mission:

To create a positive impact with the people who live, work, and are involved in our communities.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/16/2021

ATTACHMENTS:

Description	Type
Mortgage	Backup Material
Crystal map	Backup Material
Recorded Development Agreement	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning & Development Director
Recommended Action:	Approve Development Agreement
Summary Statement:	The City continues to work with Crystal Distribution for redevelopment of the former Rath Packing Plant site. This next expansion is a $10 million, 100,000 sq. ft. expansion that will work to add another 65 employees to the company, and help them modernize, keep growing as a company, and improve the brownfield area. The City will work to acquire the multi-story buildings as they become more and more difficult for functional use and maintenance. The potential demolition of the buildings would work to open another 5 acres on the site for continued expansion in future. Crystal originally acquired the multi-story buildings (built in 1938-1950) in the Rath bankruptcy of the 1980's. They were able to reuse the buildings for a cold storage business and expand with new buildings (1999) on former demolished Rath building sites. With setbacks from flooding in 2008, they persevered to come back and build again in 2013 and 2017. Crystal currently has 100 employees in the Waterloo area, with locations also in Mason City and Marshalltown. They are looking to expand in part due to Covid demands by food companies wanting more cold storage ability, and in part due to companies not wanting to go into the former Rath buildings due to flooding concerns (they were in a lawsuit by clients for food lost due to 2008 flood). The City has invested in flood pumps to help better protect the area, the City has worked to redevelop the former Rath sites with Crystal, with SJ Construction, with the Human Services Campus, to help bring back a business climate, employment, and re-investment to the once packing plant site.
Neighborhood Impact:	

	The current project is the size of the last two large projects of 1999 and 2017. It represents a major investment by Crystal, and a major commitment by the City of Waterloo for continued development in the area. With the acquisition of the multi-story buildings, the City will have 5 years for reuse decisions - opening up approximately 5 acres through the demolition, or finding a reuse of the buildings along the riverfront. The City is also requesting $1.0 million in RISE funds for the 11th Street bridge from the State of Iowa to help handle the truck traffic generated by this project.
Data/Analysis and Strategies:	Strategies 1.3, 1.4, 1.7, 3.1, and 3.8 --- creation of jobs, ways to create an environment to attract population to Waterloo, create new tax base, new investment in CURA area and TIF areas
Implementation, Accountability, and Communication:	Bonds and Rath TIF funds
Expenditure Required/Source of Funds:	None
Alternative:	Not approve
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 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.

Prepared by / Return to: Swisher & Cohrt, P.L.C., 528 West 4th Street, P.O. Box 1200, Waterloo, IA 50704-1200, (319) 232-6555

MORTGAGE

THIS MORTGAGE is made between City of Waterloo, Iowa, an Iowa municipality ("Mortgagor") and Crystal Distribution Services, Inc., an Iowa corporation ("Mortgagee").

[ ] If this box is checked, this Mortgage is a Purchase Money Mortgage as defined in the Iowa Code.

1. **Grant of Mortgage and Security Interest.** Mortgagor hereby sells, conveys and mortgages unto Mortgagee, and grants a security interest to Mortgagee in the following described property:

a. **Land and Buildings**. All of Mortgagor's right, title and interest in and to the following described real estate situated in Black Hawk County, Iowa (the "Land");

See Exhibit "A" attached hereto,

and all buildings, structures and improvements now standing or at any time hereafter constructed or placed upon the Land (the "Buildings"), including all hereditaments, easements, appurtenances, riparian rights, mineral rights, water rights, rights in and to the lands lying in streets, alleys and roads adjoining the land, estates and other rights and interests now or hereafter belonging to or in any way pertaining to the Land.

b. **Personal Property.** All fixtures and other personal property integrally belonging to, or hereafter becoming an integral part of the Land or Buildings. whether attached or detached, including but not limited to, light fixtures, shades, rods, blinds, Venetian blinds, awnings, storm windows, screens, linoleum, water softeners, automatic heating and air-conditioning equipment and all proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs, replacements and substitutes of, to, and for the foregoing (the "Personal Property").

c. **Revenues and Income.** All rents, issues, profits, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the Land, Buildings and Personal Property, or any part thereof (the "Revenues and Income").

TO HAVE AND TO HOLD the Land, Buildings, Personal Property and Revenues and Income (collectively called the "Mortgaged Property"), together with all privileges, hereditaments thereunto now or hereafter belonging, or in any way appertaining and the products and proceeds thereof, unto Mortgagee, its successors and assigns.

2. **Obligations.** This Mortgage secures the following (hereinafter collectively referred to as the "Obligations"):

a. The promises of Mortgagor to Mortgagee in that certain Development Agreement between the same parties dated May 17, 2021, with regard to the payment of the installment purchase price in the amount of $2,175,000.00 provided for in paragraph 5(B) of said Development Agreement, and any renewals, extensions, modifications or refinancing thereof and any promissory notes issued in substitution therefor;

b. All other obligations of Mortgagor to Mortgagee, now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety, including, but not limited to, future advances and amounts advanced and expenses incurred by Mortgagee pursuant to this Mortgage.

3. **Representations and Warranties of Mortgagor.** Mortgagor represents, warrants and covenants to Mortgagee that (i) Mortgagor holds clear title to the Mortgaged Property and title in fee simple in the Land; and (ii) Mortgagor has the right, power and authority to execute this Mortgage and to mortgage, and grant a security interest in the Mortgaged Property.

4. **Payment and Performance of the Obligations.** Mortgagor will pay all amounts payable under the Obligations in accordance with the terms of the Obligations when and as due and will timely perform all other obligations of Mortgagor under

the Obligations. The provisions of the Obligations are hereby incorporated by reference into this Mortgage as if fully set forth herein.

5. **Taxes.** Pursuant to separate agreement between the parties, Mortgagee shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against the Mortgaged Property before the same become delinquent, without notice or demand, and upon request shall deliver to Mortgagor proof of such payment within fifteen (15) days after the date in which such tax or assessment becomes delinquent.

6. **Liens.** Mortgagor shall not create, incur or suffer to exist any lien, encumbrance, security interest or charge on the Mortgaged Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable. Mortgagor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property.

7. **Compliance with Laws.** Mortgagor shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof or the use thereof.

8. **Permitted Contests.** Mortgagor shall not be required to (i) pay any tax, assessment or other charge referred to in paragraph 5 hereof, (ii) discharge or remove any lien, encumbrance or charge referred to in paragraph 6 hereof, or (iii) comply with any statute, law, rule, regulation or ordinance referred to in paragraph 7 hereof, so long as Mortgagor shall contest, in good faith, the existence, amount or the validity thereof, the amount of damages caused thereby or the extent of Mortgagor's liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (A) the collection of, or other realization upon the tax, assessment, charge or lien, encumbrances or charge so contested, (B) the sale, forfeiture or loss of the Mortgaged Property or any part thereof, and (C) any interference with the use or occupancy of the Mortgaged Property or any part thereof. Mortgagors shall give prompt written notice to Mortgagee of the commencement of any contest referred to in this paragraph 8.

9. **Care of Property.** Mortgagor shall take good care of the Mortgaged Property; shall keep the Buildings and Personal Property now or later placed upon the Mortgaged Property in good and reasonable repair and shall not injure, destroy or remove either the Buildings or Personal Property during the term of this Mortgage. Mortgagor shall not make any material alteration to the Mortgaged Property without the prior written consent of Mortgagee.

10. **Insurance.**

Mortgagee, its sole cost and expense, shall maintain or cause to be maintained insurance on the Buildings and other improvements now existing or hereafter erected on the Land and on the Personal Property included in the Mortgaged Property against loss by fire, extended coverage perils and such other hazards as provided for in the Business Property Lease between the parties. Mortgagor shall provide no insurance for the benefit of Mortgagee.

11. **Inspection.** Mortgagee, and its agents, shall have the right at all reasonable times, to enter upon the Mortgaged Property for the purpose of inspecting the Mortgaged Property or any part thereof. Mortgagee shall, however, have no duty to make such inspection. Any inspection of the Mortgaged Property by Mortgagee shall be entirely for its benefit and Mortgagors shall in no way rely or claim reliance thereon.

12. **Protection of Mortgagee's Security.** Subject to the rights of Mortgagor under paragraph 8 hereof, if Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which affects the Mortgaged Property or the interest of the Mortgagee therein, or the title thereto, then Mortgagee, at Mortgagee's option, may perform such covenants and agreements, defend against or investigate such action or proceeding, and take such other action as Mortgagee deems necessary to protect Mortgagee's interest. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the Obligations or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph shall require Mortgagee to incur any expense or do any act hereunder, and Mortgagee shall not be liable to Mortgagor for any damage or claims arising out of action taken by Mortgagee pursuant to this paragraph.

13. **Condemnation.** Mortgagor shall give Mortgagee prompt notice of any action, actual or threatened, in condemnation or eminent domain and hereby assign, transfer and set over to Mortgagee the entire proceeds of any award or claim for damages for all or any part of the Mortgaged Property taken or damaged under the power of eminent domain or condemnation. Mortgagee is hereby authorized to intervene in any such action in the name of Mortgagor, to compromise and settle any such action or claim, and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds. Any expenses incurred by Mortgagee in intervening in such action or compromising and settling such action or claim, or collecting such proceeds shall be reimbursed to Mortgagee first out of the proceeds. The remaining proceeds or any part thereof shall be applied to reduction of that portion of the Obligations then most remotely to be paid, whether due or not, or to the restoration or repair of the Mortgaged Property, the choice of application to be solely at the discretion of Mortgagee.

14. **Fixture Filing.** From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Personal Property and for this purpose the name and address of the debtor is the name and

address of Mortgagor as set forth in paragraph 20 herein and the name and address of the secured party is the name and address of the Mortgagee as set forth in paragraph 20 herein.

15. **Events of Default.** Each of the following occurrences shall constitute an event of default hereunder ("Event of Default"):

a. Mortgagor shall default in the due observance or performance of or breach its agreement contained in paragraph 4 hereof or shall default in the due observance or performance of or breach any other covenant, condition or agreement on its part to be observed or performed pursuant to the terms of this Mortgage.

b. Mortgagor shall make an assignment for the benefits of its creditors, or a petition shall be filed by or against Mortgagor under the United States Bankruptcy Code or Mortgagor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties or of the Mortgaged Property or shall not, within thirty (30) days after the appointment of a trustee, receiver or liquidator of any material part of its properties or of the Mortgaged Property, have such appointment vacated.

c. A judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on or be issued or levied against the Mortgaged Property or any part thereof which is not released, vacated or fully bonded within thirty (30) days after its entry, issue or levy.

d. An event of default, however defined, shall occur under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.

16. **Acceleration; Foreclosure.** Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, Mortgagee may, at its option, after such notice as may be required by law, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

a. Mortgagee may declare immediately due and payable all Obligations secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand. After such declaration, Mortgagee's remedy shall be to foreclose this Mortgage pursuant to paragraph 16.c below, and Mortgagee shall have no other recourse against Mortgagor.

b. Mortgagee shall have and may exercise with respect to the Personal Property, all the rights and remedies accorded upon default to a secured party under the Iowa Uniform Commercial Code. If notice to Mortgagor of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Mortgagor at least ten (10) days prior to the date of intended disposition.

c. Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa, and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of Mortgagee appoint a receiver to take immediate possession of the Mortgaged Property and of the Revenues and Income accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Mortgagor only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Obligations.

17. **Redemption.** It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statues of the State of Iowa shall be reduced to six (6) months provided the Mortgagee, in such action files an election to waive any deficiency judgment against Mortgagor which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months. It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagor or their successors in interest in such action. If the redemption period is so reduced, Mortgagor or his successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagors shall be a presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

18. **Attorneys' Fees.** Mortgagor shall pay on demand all costs and expenses incurred by Mortgagee in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorneys' fees and legal expenses.

19. **Forbearance not a Waiver**, **Rights and Remedies Cumulative.** No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Mortgagee of any particular provisions of this Mortgage shall be deemed effective unless in writing signed by Mortgagee. All such rights and remedies provided for herein or which Mortgagee or the holder of the Obligations may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion therefor arises.

20. **Notices.** All notices required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the United States mail, postage prepaid, sent certified or registered, addressed as follows:

a. If to Mortgagor, to: 715 Mulberry Street, Waterloo, IA 50703

b. If to Mortgagee, to: 1656 Sycamore Street, P.O. Box 1744, Waterloo, IA 50704

or to such other address or person as hereafter designated in writing by the applicable party in the manner provided in this paragraph for the giving of notices.

21. **Severability**. In the event any portion of this Mortgage shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Mortgage is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable then such provision shall be deemed to be written, construed and enforced as so limited.

22. **Further Assurances**. At any time and from time to time until payment in full of the Obligations, Mortgagor will, at the request of Mortgagee, promptly execute and deliver to Mortgagee such additional instruments as may be reasonably required to further evidence the lien of this Mortgage and to further protect the security interest of Mortgagee with respect to the Mortgaged Property, including, but not limited to, additional security agreements, financing statements and continuation statements. Any expenses incurred by Mortgagee in connection with the recordation of any such instruments shall become additional Obligations of Mortgagor secured by this Mortgage. Such amounts shall be immediately due and payable by Mortgagor to Mortgagee.

23. **Successors and Assigns bound; Number; Gender; Agents; Captions**. The rights, covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties. Words and phrases contained herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the contexts. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

24. **Governing Law**. This Mortgage shall be governed by and construed in accordance with the laws of the State of Iowa.

25. **Release of Rights of Dower, Homestead and Distributive Share.** Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Mortgaged Property and waives all rights of exemption as to any of the Mortgaged Property.

26. **Acknowledgment of Receipt of Copies of Debt Instrument**. Mortgagor hereby acknowledges the receipt of a copy of this Mortgage together with a copy of each promissory note secured hereby.

27. **Additional Provisions**.

Dated: _____, 2022

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

By: _____
Kelley Felchle, City Clerk

STATE OF IOWA , COUNTY OF BLACK HAWK) ss.

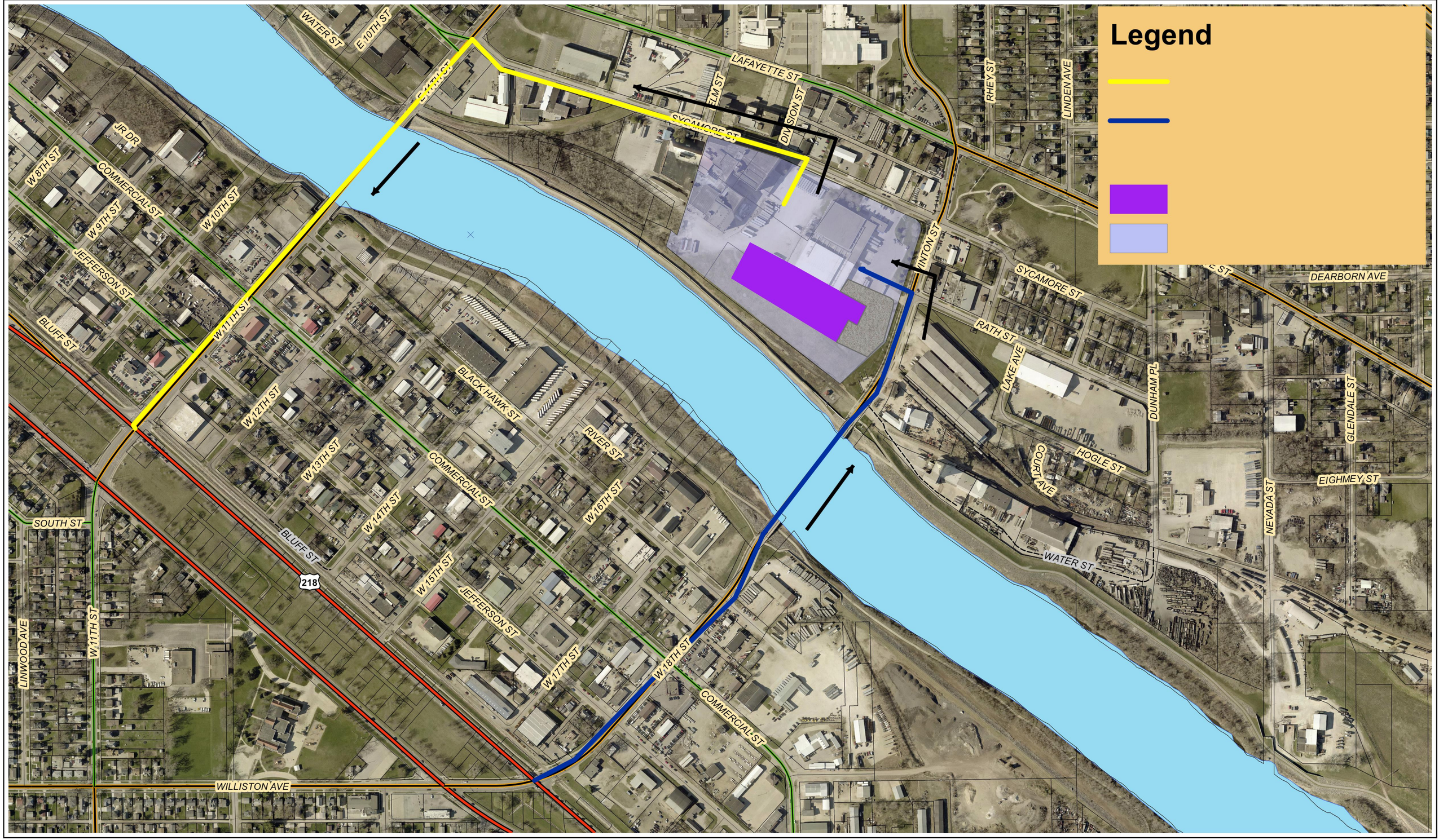
This record was acknowledged before me on _____, 2022, by Quentin M. Hart and Kelley Felchle as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____
Notary Public in and for the State of Iowa

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.


Legend
WATER ST
E 10TH ST
E 11TH ST
LAFAYETTE ST
SYCAMORE ST
ELM ST
DIVISION ST
RHEY ST
LINDEN AVE
JR DR
W 8TH ST
COMMERCIAL ST
W 9TH ST
W 10TH ST
JEFFERSON ST
W 11TH ST
BLUFF ST
BLACK HAWK ST
W 12TH ST
RIVER ST
W 13TH ST
W 14TH ST
W 15TH ST
W 16TH ST
W 17TH ST
W 18TH ST
SOUTH ST
218
LINWOOD AVE
WILLISTON AVE
LINTON ST
RATH ST
LAKE AVE
DUNHAM PL
DEARBORN AVE
GLENDALE ST
HOGLE ST
COURT AVE
EIGHMEY ST
NEVADA ST

Doc ID: 010185130021 Type: GEN
Recorded: 06/17/2021 at 10:50:53 AM
Fee Amt: $107.00 Page 1 of 21
Black Hawk County Iowa
SANDIE L. SMITH RECORDER
File 2021-00026625

2

*City of Waterloo.

Prepared by Christopher S. Wendland, P.O. Box 596, Waterloo, IA 50704 Phone (319) 234-5701

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of May 17, 2021, by and between Crystal Distribution Services, Inc. (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal, and the City further believes that the project is in the vital and best interests of the City and that the project and such incentives are in accordance with the public purposes and provisions of applicable State and local laws and requirements under which the project has been undertaken and is being assisted.

B. Company is willing and able to finance and construct buildings and related improvements on property located in the Rath Urban Renewal and Redevelopment Plan area (the "Urban Renewal Plan"), and legally described on Exhibit "A" attached hereto (the "Property").

AGREEMENT

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

1. **Improvements by Company.** Company shall construct on the Property a cold storage facility, as new expansion of the existing facility and/or a new facility, of no less than 100,000 total square feet, as well as related landscaping, paving, and parking improvements (collectively, the "Improvements") at a minimum estimated investment cost of $10,000,000.00, in accordance with the Plans as provided in Section 2. Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other

(107)

applicable law. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Property, the Improvements, and all site preparation and development-related work to make the Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project".

2. **Construction Plans.** Company agrees that it will cause the Improvements to be constructed on the Property in conformance with construction plans (the "Plans") submitted to the City within four (4) months following the execution of this Agreement. Company agrees that the scope and scale of the Improvements to be constructed shall not be significantly less than the scope and scale of the Improvements as detailed and outlined in the Plans.

Company shall cause Plans to be provided for the Improvements, which shall be subject to approval by the City as provided in this Section. City shall approve the Plans in writing if: (a) the Plans conform to the terms and conditions of this Agreement; (b) the Plans conform to the terms and conditions of the Urban Renewal Plan; (c) the Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations and City permit and design review requirements; (d) the Plans are adequate for purposes of this Agreement to provide for the construction of the Improvements, and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Plans pursuant to this Section shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. Approval of Plans hereunder shall not constitute approval for any other City purpose nor subject the City to any liability for the Improvements as constructed.

The Plans must be rejected in writing by City within thirty (30) days of submission or shall be deemed to have been approved by the City. If City rejects the Plans in whole or in part, Company shall submit new or corrected Plans within thirty (30) days after receipt by Company of written notification of the rejection, accomplished by a written statement of the City specifying the respects in which Company's Plans fail to conform to the requirements of this Section. The provisions of this Section relating to approval, rejection and resubmission of corrected Plans shall continue to apply until the Plans have been approved by the City; provided, however, that in any event Company shall submit Plans which are approved by City prior to commencement of construction of the Improvements. Approval of the Plans by the City shall not relieve Company of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, state and local laws, ordinances and regulations, nor shall approval of the Plans by City be deemed to constitute a waiver of any Event of Default.

3. **Timeliness of Conveyance and Construction.** The parties agree that Company's commitment to undertake the Project and to construct the Improvements in a timely manner constitutes a material inducement for the City to make the promises to Company and to make available to Company the incentives provided for in this Agreement, and that without said commitment City would not do so. Subject to Unavoidable Delays (defined below), Company must obtain a building permit and begin construction on the Improvements by the date that is six (6) months after the date of final approval of the Plans by the City (the "Start Date") and must substantially complete construction within thirteen (13) months after the Start Date (the "Completion Deadline"). For purposes of this Agreement, substantial completion of construction shall be evidenced by issuance of an occupancy permit. If, by the Start Date, Company has not in good faith begun construction of the Improvements upon the Property, then the City may terminate this Agreement following Company's failure to begin substantial construction activity within thirty (30) days following written notice of default from City. If development has commenced by the Start Date or within any agreed period of extension and is stopped and/or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each such condition or event being an "Unavoidable Delay"), the requirement that construction is to be completed by the Completion Deadline shall be tolled for a period of time equal to the period of such stoppage or delay, and thereafter if construction is not completed within the allowed period of extension the City may terminate this Agreement following Company's failure to diligently undertake construction within thirty (30) days following written notice of default from City. If at any time Company fails to diligently undertake construction and other activities necessary for completion of the Project, then City may terminate this Agreement following Company's failure to resume and diligently carry on construction within thirty (30) days following written notice of default from City.

4. **Utilities and Services.** Company will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services to any location on the Property and for payment of any associated connection fees.

5. **City Assistance.** City shall provide to Company the Project incentives and assistance that are described in the following paragraphs of this Section 5.

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

B. Acquisition of Company Property. City will purchase from Company the real property identified on Exhibit "B" attached hereto (the "Company Property"), for a total purchase price of $2,900,000.00 (the "CP Purchase Price"), with a mutually agreeable closing date on or before four (4) months following the execution of this Agreement.

Notwithstanding the City's prerogative to undertake evaluation, environmental testing and surveying, the purchase by the City will be "As Is, Where Is". At any reasonable time before such purchase, City, its agents and contractors, shall have access to the Company Property for purposes of evaluation, environmental testing and surveying; provided, however, that the City's purchase of the Company Property will occur as scheduled and is not subject to City's satisfaction with respect to its evaluation, environmental testing and surveying. If access by City, its agents or contractors, is denied or unduly restricted, City may terminate this purchase obligation if reasonable access is not allowed within ten (10) days of advance written notice to Company. To aid City in its environmental review, Company shall promptly:

(i) provide City with reports of all environmental investigations of which Company has knowledge that were conducted on the Company Property, including but not limited to asbestos surveys, asbestos abatement reports, Phase I and or II environmental site assessments, and tank investigations; and

(ii) provide City with all environmental records for the Company Property that are in the possession of Company or its consultants, including but not limited to tank installation/removal records, stormwater pollution prevention plans (SWPPP), and spill incident records; and

(iii) provide access to a property manager or equivalent to accompany City's designated contractor during the Phase I environmental site assessment site walk; and

(iv) provide City with existing building layout and plans and infrastructure on the Company Property, including all above and below ground infrastructure.

The parties acknowledge that each of parcel 8913-25-261-007, with an address of 1620 Sycamore Street, and parcel 8913-25-261-004, with an address of 1442 Sycamore Street, will be split so that Company retains such portions thereof as it desires in connection with the Project. City will survey said parcel at City's expense so that Exhibit "B" can be amended prior to the anticipated date of conveyance of the Company Property (the "Closing Date"). The Community Planning and Development Director is hereby authorized, without further approval by the city council, to execute such amendment on behalf of City. No less than fourteen (14) days prior to the Closing Date, Company shall, at its own expense, deliver to City an updated abstract of title for same. If title is unmarketable or subject to title matters not acceptable to the City, Company shall remedy or remove such objectionable matters in timely fashion at its own expense following written notice of such objections from City. The Closing Date shall be delayed for such time as is necessary for Company to remedy or remove such objectionable matters. Conveyance shall be by warranty deed, free and clear of all encumbrances except: (i) easements, conditions and restrictions of

record; and (ii) general utility and right-of-way easements serving the Company Property. The CP Purchase Price will be payable in four installments (each a "CP Purchase Price Installment"), subject to the contingencies set forth in the next two paragraphs below (the "City Payment Contingencies"): (w) the sum of $725,000.00 payable at closing, which shall not occur before July 7, 2021, (x) the sum of $725,000.00 payable after July 1, 2022 but before August 31, 2022, (y) the sum of $725,000.00 payable after July 1, 2023 but before August 31, 2023 and (z) the sum of $725,000.00 payable after July 1, 2024 but before August 31, 2024. At closing Company shall pay real estate taxes prorated to the closing date in accordance with the provisions of Iowa Code § 427.2, any unpaid real estate taxes payable in prior years, and any special assessments that are a lien on the Company 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. City shall pay all subsequent real estate taxes and assessments. At closing, City shall execute and deliver to the Company the City's mortgage on the Company Property to secure the City's payment obligations as set forth above, in form reasonably acceptable to both parties (the "City Mortgage"). The parties agree that if the City fails to pay any CP Purchase Price Installment, and such failure is due to one or more of the City Payment Contingencies, then notwithstanding any language in this Agreement to the contrary, such failure shall be deemed a default under the City Mortgage so that the Company shall still be permitted to enforce the City Mortgage in an *in rem* foreclosure proceeding. The parties agree that the City Mortgage will also contain such language as is appropriate to preserve this remedy for the Company, it being understood that the City shall not be entitled to a windfall of owning the Company Property if it does not pay the CP Purchase Price therefor.

Appropriation contingency: Each CP Purchase Price Installment is subject to annual appropriation by the City Council each fiscal year, and City has no obligation to make any such payment to Company until annual appropriation of necessary funds. The right of non-appropriation reserved to City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to make future CP Purchase Price Installments shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. If any of the provisions of this Agreement are determined by a court of competent jurisdiction or by City's bond counsel to create, or result in the creation of, such a legal indebtedness of City, the enforcement of such provision shall be suspended, and this Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

TIF contingency: Notwithstanding any contrary provisions of this Agreement, City shall have no obligation to pay a CP Purchase Price Installment to Company if at any time during the term hereof (1) City receives an opinion from its legal counsel to the effect that the use of tax increments resulting from the Property and Improvements to fund a CP Purchase Price Installment payment to Company is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by City under state urban renewal law or other applicable provisions of the state law, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof; or (2) City's ability to collect tax increment from the Improvements and Property is precluded or terminated by legislative changes to Iowa Code Chapter 403. Upon occurrence of any of the foregoing circumstances, City shall promptly forward notice of same to Company. If the circumstances continue for a period during which two (2) annual CP Purchase Price Installments would otherwise have been paid to Company hereunder, City may terminate this Agreement, without penalty or other liability to City, by written notice to Company.

C. Leaseback of Company Property. At closing on City's purchase of the Company Property, the parties shall enter into an agreement providing for Company's lease of the Company Property for a period of up to five (5) years at the rental rate of $1.00 per year, on such terms and conditions to which the parties shall mutually agree.

D. Rebates. City shall provide property tax rebates as further set forth in Section 8 below.

6. **Contingent Repayment of CP Purchase Price.** If City terminates this Agreement under Section 3, the City will reconvey the previously purchased Company Property to Company, and then any part of the CP Purchase Price that City has paid Company as of the date of termination will be repayable to City in full within ninety (90) days after written demand from City, plus interest at the rate of five percent (5%) per annum from and after the date of initial disbursement until repaid in full. If the CP Purchase Price and interest are not repaid, then Company hereby authorizes City to execute on Company's behalf and record a mortgage against the Property to secure repayment of the CP Purchase Price plus interest. If City has made expenditures to demolish structures, remediate environmental hazards, or otherwise to improve the Company Property, all such documented expenses shall be added to the amount of the CP Purchase Price to be repaid by Company. ***Appointment of Attorney in Fact:*** Company hereby authorizes City to execute and record, on Company's behalf and as its attorney-in-fact, the mortgage provided for in this paragraph, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact.

7. **Minimum Assessment Agreement.** Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property.

Company further agrees that prior to the date set forth in Section 2 of the Minimum Assessment Agreement (the "MAA") attached hereto as Exhibit "C" it will not seek or cause a reduction in the taxable valuation for the Property as improved pursuant to this Agreement, which shall be fixed for assessment purposes, below the amount of $19,466,660.00 (the "Minimum Actual Value"), through:

(i) willful destruction of the Property, the Improvements, or any part of either;

(ii) a request to the assessor of Black Hawk County; or

(iii) any proceedings, whether administrative, legal, or equitable, with any administrative body or court within the City, Black Hawk County, the State of Iowa, or the federal government.

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

8. **Property Tax Rebates.** Provided that Company has completed the Improvements as set forth in this Agreement and has executed and delivered the MAA, City agrees to rebate property tax (with the exceptions noted below) as follows:

Year One through Year Ten	70% rebate each year

for any taxable value over the January 1, 2020 value of $9,466,660.00. Rebates are payable in respect of a given year only to the extent that Company has actually paid general property taxes due and owing for such year and the city council has made an appropriation for payment of rebates. To receive rebates for a given year, Company must, within twelve (12) months after the tax payment due date, submit a completed rebate request to City on the form provided by or otherwise satisfactory to City, or the rebate shall be forfeited.

The taxable value of the Property as a result of the Improvements must be increased by a minimum of 10% and must increase the annual tax by a minimum of $500.00. This rebate program is not applicable to any special assessment levy, debt service levy, or any other levy that is exempted from treatment as tax increment financing under the provisions of applicable law. The first year in which a rebate may be given ("Year One") shall be the first full year for which the assessment is based upon the completed value of the Improvements and not based on a prior year for which the assessment is based solely upon (x) the value of the Property, or upon (y) the value of the Property and a partial value of the Improvements due to partial completion of the Improvements or a partial tax year.

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

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

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

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

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

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

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

G. During the period that any rebate is payable to Company under this Agreement, Company agrees that (1) it will not undertake, in any other municipality in Black Hawk County, the construction or rehabilitation of any commercial property as a primary location for the business operations of the type to be conducted on the Property by Company, and (2) it will make no conveyance, lease or other transfer of the Property or any interest therein that would cause the Property or any part thereof to be classified as exempt from taxation or subject to centralized assessment or taxation by the State of Iowa.

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

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

A. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

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

A. Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Company is duly organized, validly existing, and in good standing under the laws of the State of Iowa.

C. Company has full right, title, and authority to execute and perform this Agreement and to consummate all of the transactions contemplated herein, and each person who executes and delivers this Agreement and all documents to be delivered to City hereunder is and shall be authorized to do so on behalf of Company.

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

E. Assuming due authorization, execution and delivery by the other parties hereto, this Agreement is in full force and effect and is a valid and legally binding instrument of Company that is enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

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

12. **Indemnification and Releases.**

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

B. Except for any willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) the condition of the Property and the construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the Property, but only to the extent such liability has not been previously transferred to and accepted by the City in writing.

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

13. **Obligations Contingent.** Each and every obligation of City under this Agreement is expressly made subject to and contingent upon City's completion of all procedures, hearings and approvals deemed necessary by City or its legal counsel for amendment of the urban renewal plan applicable to the Property and/or project area, all of which must be completed within 180 days from the date this Agreement is approved by the City council. If such completion does not occur, then any conveyance, benefit or incentive of any type provided by City hereunder within said 180-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same, or failing such restoration Company agrees to be liable for same or for the fair value thereof, plus interest on any sums owing at the rate of 5% per annum commencing with the date of demand for payment, if said payment is not remitted to City within 30 days.

14. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Property prior to completion of the Project, whether in whole or in part, to any other person or entity without the prior written consent of City. Reasonable grounds for the City to withhold its consent shall include but are not limited to the inability of the proposed transferee to demonstrate to the City's satisfaction that it has the financial ability to observe all of the terms to be performed by Company under this Agreement. Notwithstanding the foregoing, City hereby consents to Company's assignment of this Development Agreement and the City's mortgage on the Company Property set forth in Section 5.B to Great Western Bank in connection with the financing Great Western Bank is providing to the Company for this Development above. Said assignment to Great Western Bank shall be for security purposes only, and Company shall retain, and be solely responsible to perform, all obligations to City arising under this Agreement.

15. **Materiality of Company's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

16. **Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean any one or more of the following events that continues beyond any applicable cure periods:

A. Failure by Company to cause the construction of the Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

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

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

D. Failure by any party hereto to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or the MAA;

E. Company (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (4) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of Company as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Company, or part thereof, shall be appointed in any proceedings brought against Company and shall not be discharged within ninety (90) days after such appointment, or if Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to the Property.

F. Any representation or warranty made by Company in this Agreement, or made by Company in any written statement or certificate furnished by Company pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

17. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may terminate this Agreement. Before exercising such remedy, City shall give 30 days' written notice to Company of the Event of Default and will only exercise such remedy if, by the conclusion of such 30 day period, the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within 30 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Upon termination, City may exercise any and all remedies available at law, equity, contract or otherwise for recovery of any sums paid by City to Company before the date of termination.

B. Default by City. Whenever any Event of Default in respect of City occurs and is continuing, Company may take such action against City to require it to specifically perform its obligations hereunder. Before exercising such remedy, Company shall give 30 days' written notice to City of the Event of Default and will only exercise such remedy if, by the conclusion of such 30-day period, the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within 30 days and City shall not have provided assurances reasonably satisfactory to the Company that the Event of Default will be cured as soon as reasonably possible.

C. Remedies under this Agreement shall be cumulative and in addition to any other right or remedy given under this Agreement or existing at law or in equity or by statute. Waiver as to any particular default, or delay or omission in exercising any right or power accruing upon any default, shall not be construed as a waiver of any other or any subsequent default and shall not impair any such right or power as to any other or any subsequent default.

18. **Performance by City.** Company acknowledges and agrees that all of the obligations of City under this Agreement shall be subject to, and performed by City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with City's lawful authority. All covenants, stipulations, promises, agreements and obligations of City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any governing body member, officer, employee or agent of City in the individual capacity of such person.

19. **No Third-Party Beneficiaries.** No rights or privileges of any party hereto shall inure to the benefit of any contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, subcontractor, material supplier, or other person or entity shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

20. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, facsimile number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, at P.O. Box 1744, Waterloo, Iowa 50704, facsimile number _____, Attention: President, with additional copy of any such notice sent to Great Western Bank, Attention John T. Flint, 205 West 2nd Street, Cedar Falls, Iowa 50613.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, (iii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful. A party may change the address for giving notice by any method set forth in this Section.

21. **No Joint Venture.** Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other such relationship between the City and Company nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

22. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

23. **Severability; Reformation.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

24. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

25. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

26. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

27. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

28. **Time of Essence.** Time is of the essence of this Agreement.

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

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

CRYSTAL DISTRIBUTION SERVICES, INC.

By: _____
Thomas J. Poe, President

EXHIBIT "A"

Legal Description of Property

RIVERSIDE ADDITION PART BLK 5 BLK 9 AND VAC DIVISION ST ALSO THAT PART VAC RATH ST AND LOT 25 IN MORNING SIDE ADDITION ALSO THAT PART OF A CERTAIN PARCEL OF LAND LOC ALONG N BANK CEDAR RIVER BETWEEN ELM ST AND 18TH ST AND IN N 1/2 SE SEC 25 T 89 R 13 SAID PARCEL AS DESC IN CLD B 594 P 868 ALL OF THE ABOVE DESC AS FOL: BEG AT PT ON E LINE VAC ELM ST WHICH IS 143.94 FT S OF NW COR BLK 5 IN RIVERSIDE ADDN TH S 54 DEG 23 MIN 30 SEC E 594.07 FT TH S 35 DEG 37 MIN 40 SEC W 221.87 FT TH N 54 DEG 22 MIN 15 SEC W 272.70 FT TH S 34 DEG 04 MIN 40 SEC W 206.87 FT TO SLY LINE OF ABOVE MENTIONED PARCEL CLD 594-868 TH N 49 DEG 05 MIN 10 SEC W 233.64 FT ALONG SAID SLY LINE TO PT IN ELM STREET EXTENDED SAID PT BEING 25.7 FT E OF W LINE OF ELM ST AS MEAS RT ANG THERETO TH N 17 DEG 52 MIN 30 SEC E 80.06 FT (FORM DESC AS "NLY PAR WITH AND 25.7 FT DIST FROM SAID W LINE ELM ST 80 FT") TO RIVER FRONT IMPROVEMENT COMMISSION MONUMENT NO. 43 TH S 49 DEG 52 MIN 40 SEC E 37 .07 FT ALONG RIVER FRONT COMMISSION LINE TO E LINE ELM ST TH N 17 DEG 51 MIN 50 SEC E 350. 28 FT TO PT OF BEG THAT PART BLK 2 MORNING SIDE ADDN, THE VAC ALLEY WITHIN SAID BLK 2 AND VAC RATH ST LYING WITHIN THE FOL DESC BOUNDS: BEG AT PT ON N (parcel 8913-25-261-022, a/k/a 1656 Sycamore Street).

AND

A portion of the following-described property, to be determined by survey:

RIVERSIDE ADDITION PART BLK 5 AND PART VAC DIVISION STREET AND VAC RATH ST AND PART BLK 2 MORNING SIDE ADDITION ALONG WITH VAC ALLEY LYING WITHIN SAID BLK 2 DESC AS FOL: BEG AT NW COR SAID BLK 5 TH S 72 DEG 00 MIN 00 SEC E 378.76 FT ALONG NELY LINE SAID BLK 5 TO PT OF INTER OF NWLY EXT OF NELY LINE SAID BLK 2 TH S 65 DEG 14 MIN 40 SEC E 313.69 FT ALONG NELY LINE SAID BLK 2 TH S 35 DEG 37 MIN 40 SEC W 310.74 FT TH N 54 DEG 23 MIN 30 SEC W 625.17 TO ELY LINE VAC ELM ST TH N 17 DEG 53 MIN E 143.94 FT ALONG SAID ELY LINE TO PT OF BEG EXC THAT PART DESC AS BEG AT NW C OR SAID BLK 5 SAID PT BEG NW C OF FORMER RATH BLDG NO 131 TH S 72 DEG 00 MIN 00 SEC E 246.07 FT ALONG SLY LINE SYCAMORE ST TH S 36 DEG 05 MIN 00 SEC W 211.55 FT TH N 54 DEG 23 MIN 30 SEC W 188.97 FT TO ELY LINE VAC ELM ST TH N 17 DEG 53 MIN 00 SEC E 143.94 FT ALONG SAID ELY LINE TO PT OF BEG. (parcel 8913-25-261-007, a/k/a 1620 Sycamore Street).

EXHIBIT "B"

Description of Company Property

1442 Sycamore – COWINS SUB IN RIVERSIDE ADD ELY 100 FT LOT 1 LOT 2 THAT PART OF ELM ST EXTENDING SLY FROM THE SLY LINE OF SYCAMORE ST TO THE RIVER FRONT IMPROVEMENT COMMISSION LINE IN RIVERSIDE ADD THAT PORTION OF VACATED MC LEAN ST EXTENDING FROM THE NLY R.O.W. LINE OF THE ILLINOIS CENTRAL RAILROAD TO THE SLY LINE OF SYCAMORE ST.

1508 Sycamore – RIVERSIDE ADDITION PART BLK 5 BEG AT NW COR SAID BLK 5 SAID PT BEING THE NW COR FORMER RATH BUILDING #131 TH S 72 DEG E 246.07 FT ALONG SLY LINE SYCAMORE ST TH S 36 DEG 05 MIN W 21 1.55 FT TH N 54 DEG 23 MIN 30 SEC W 188.97 FT TO ELY LINE VACATED ELM ST TH N 17 DEG 53 MI N E 143.94 FT ALONG SAID ELY LINE TO PT OF BEG.

1620 Sycamore (portion to be determined by survey) – RIVERSIDE ADDITION PART BLK 5 AND PART VAC DIVISION STREET AND VAC RATH ST AND PART BLK 2 MORNING SIDE ADDITION ALONG WITH VAC ALLEY LYING WITHIN SAID BLK 2 DESC AS FOL: BEG AT NW COR SAID BLK 5 TH S 72 DEG 00 MIN 00 SEC E 378.76 FT ALONG NELY LINE SAID BLK 5 TO PT OF INTER OF NWLY EXT OF NELY LINE SAID BLK 2 TH S 65 DEG 14 MIN 40 SEC E 313.69 FT ALONG NELY LINE SAID BLK 2 TH S 35 DEG 37 MIN 40 SEC W 310.74 FT TH N 54 DEG 23 MIN 30 SEC W 625.17 TO ELY LINE VAC ELM ST TH N 17 DEG 53 MIN E 143.94 FT ALONG SAID ELY LINE TO PT OF BEG EXC THAT PART DESC AS BEG AT NW C OR SAID BLK 5 SAID PT BEG NW C OF FORMER RATH BLDG NO 131 TH S 72 DEG 00 MIN 00 SEC E 246.07 FT ALONG SLY LINE SYCAMORE ST TH S 36 DEG 05 MIN 00 SEC W 211.55 FT TH N 54 DEG 23 MIN 30 SEC W 188.97 FT TO ELY LINE VAC ELM ST TH N 17 DEG 53 MIN 00 SEC E 143.94 FT ALONG SAID ELY LINE TO PT OF BEG.

EXHIBIT "C"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of May 17, 2021, by and among the CITY OF WATERLOO, IOWA ("City"), Crystal Distribution Services, Inc. ("Company"), and the COUNTY ASSESSOR of the City of Waterloo, Iowa ("Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Company have entered into a development agreement (the "Development Agreement") regarding certain real property, described in Exhibit "A" thereto, located in the City; and

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Company will undertake the development of an area ("Project") within the City and within the Rath Urban Renewal and Redevelopment Plan area; and

WHEREAS, pursuant to Iowa Code § 403.6, as amended, the City and the Company desire to establish a minimum actual value for the land and the building(s) pursuant to this Agreement and applicable only to the Project, which shall be effective upon substantial completion of the Project and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum actual value of the land and buildings as to the Project only; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the improvements (the "Improvements") which the parties contemplate will be erected as a part of the Project.

NOW, THEREFORE, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Improvements, the minimum actual taxable value which shall be fixed for assessment purposes for the land and Improvements to be constructed thereon as a part of the Project shall not be less than $19,466,660.00 (the "Minimum Actual Value") until termination of this Agreement. The parties hereto agree that construction of the Improvements will be substantially completed on or before the Completion Deadline stated in the Development Agreement. If it is not completed within the same calendar year as the Completion Deadline, then the parties agree to execute an amendment to this Agreement that will extend the dates specified in Section 2 below.

2. The Minimum Actual Value herein established shall be of no further force and effect, and this Minimum Assessment Agreement shall terminate, on December 31, 2042. Nothing herein shall be deemed to waive the Company's rights under Iowa Code § 403.6, as amended, to contest that portion of any actual value assignment made by

the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall the Company seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement. Nothing herein shall limit the discretion of the Assessor to assign at any time an actual value to the land and Improvements in excess of the Minimum Actual Value.

3. Company agrees that it will not seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute or regulation relating to the taxation of real property included within the Property that is determined by any tax official to be applicable to the Property or to Company, or raise the inapplicability or constitutionality of any such tax statute or regulation as a defense in any proceedings.

4. This Agreement shall be promptly recorded by the City with the Recorder of Black Hawk County, Iowa. The City shall pay all costs of recording.

5. Neither the preambles nor provisions of this Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, including but not limited to future owners of the Project property.

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

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

By: _____
Kelley Felchle, City Clerk

CRYSTAL DISTRIBUTION SERVICES, INC.

By: _____
Thomas J. Poe, President

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

On this 21st day of May, 2021, before me, a Notary Public in and for the State of Iowa, personally appeared Quentin M. Hart and Kelley Felchle, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

NOTARIAL SEAL IOWA
NANCY HIGBY
COMMISSION NO.788229
MY COMMISSION EXPIRES
2-3-2024

Notary Public

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on May 13, 2021 by Thomas J. Poe as President of Crystal Distribution Services, Inc.

NOTARIAL SEAL IOWA
ADRIENNE MILLER
COMMISSION NO. 809109
MY COMMISSION EXPIRES
FEBRUARY 23, 2024

Notary Public

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the improvements to be constructed and the market value assigned to the land upon which the improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property subject to the development, upon completion of improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual value assigned to such land and building upon completion of the development shall not be less than Nineteen Million Four Hundred Sixty-Six Thousand Six Hundred Sixty Dollars ($19,466,660.00) until termination of the Minimum Assessment Agreement pursuant to the terms thereof.

Assessor for Black Hawk County, Iowa

6-16-21
Date

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on June 16, 2021, by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

NOTARIAL SEAL IOWA
ADRIENNE MILLER
COMMISSION NO. 809109
MY COMMISSION EXPIRES
FEBRUARY 23, 2024

Notary Public

CITY OF WATERLOO

Council Communication

Resolution approving an incentive payment to Grow Cedar Valley, in the amount of $46,500.00, for work towards FY 2022 economic development.

City Council Meeting: 6/20/2022
Prepared: 6/8/2022

ATTACHMENTS:

Description	Type
2nd half invoice	Backup Material
FY2022 Contract	Backup Material

SUBJECT:	Resolution approving an incentive payment to Grow Cedar Valley, in the amount of $46,500.00, for work towards FY 2022 economic development.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval of Economic Development Grant to Grow Cedar Valley (GCV).
Summary Statement:	This payment is an incentive payment to GCV for their assistance in Economic Development with the City of Waterloo. The GCV serves as the State of Iowa's single point of contact for larger project leads, and then works with city officials and staff for work to try and bring such projects here. This partnership has helped to bring such companies as Ferguson Enterprises, Con Agra Foods (and two expansions), and helped other local industries expand like Deere and Company, Hydrite Chemical, A-Line, Advanced Heat Treat, CPM Roskamp, HQAA, Crystal Distribution, Tyson Foods, and others receive applicable State incentives for job creation and expansion/new construction. This grant agreement would continue that relationship, to continue the City Council's main priority of economic development to the community through the provision of jobs, infrastructure, businesses, etc. Note – this payment is for this current fiscal year of 2022. The agreement calls for a payment of $28,500 – in two payments of $14,250 at December and June – for the following work efforts: - Business expansion and recruitment - Encouraging startup of businesses - Workforce recruitment and coordination - Advocacy in Des Moines and Washington DC - Improving the "Brand" through marketing, promotions, web presence, and attendance at major conferences $14,000 of the incentive payment is based on their assistance on the Warren Transportation project based on the $3.5 million in new net increased taxable value, $10,000 based on 4 jobs meeting 100% of regional average approved by IEDA's High Quality Jobs Program & $16,000 - $1,000 for every 1 acre development. $6,500 based on semi-annual performance payment.

Neighborhood Impact:	The City of Waterloo has had a partnership for economic development efforts with GCV in one form or another since about 1996. This partnership has worked to create many projects throughout the Waterloo community, and has helped in the marketing of area and reinvestment by existing businesses as well. It has also given the City the ability to connect better with many of its private industry leaders as the City moves ahead.
Data/Analysis and Strategies:	Economic Development
Implementation, Accountability, and Communication:	
Expenditure Required/Source of Funds:	$46,500.00/TIF & Bonds
Alternative:	Not approve

INVOICE

360 Westfield Ave, Suite 200
Waterloo, IA 50701
Phone 319-232-1156 Fax 319-233-4580

DATE: May 20, 2022

FOR: Investment

Bill To:

Mayor Quentin Hart
City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

DESCRIPTION	AMOUNT
FY2022 Base Payment Request (January 2022 - June 2022)	$14,250.00
FY2022 Incentive Request (January 2022-June 2022) *Warren Transport Project - **$14,000** based on $3.5M new net increased taxable value, **$10,000** based on 4 jobs meeting 100% of regional average approved by IEDA's High Quality Job Program in November 2019, **$16,000** - $1,000 for every 1 acre development.* *Semi-Annual Performance Payment - **$6,500***	$46,500.00
TOTAL	$ 60,750.00

Make all checks payable to: Grow Cedar Valley

FY2022 ECONOMIC DEVELOPMENT

PROFESSIONAL SERVICES AGREEMENT

WITH
GROW CEDAR VALLEY

This Agreement is entered as of _____, 2021, by and between the Grow Cedar Valley ("GCV"), and the City of Waterloo, Iowa ("City").

WHEREAS, the GCV has proposed to be the City's business partner. GCV is the leader in bringing business and community together to grow opportunities reducing obstacles to business growth through collaboration and advocacy for business attraction, retention, and expansion. Whereby GCV will engage in economic development activities directly benefiting the City of Waterloo; and

WHEREAS, through the adoption of the FY2022 budget, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, including execution of a formal agreement outlining the duties and responsibilities of the GCV and the City; and

WHEREAS, GCV and City have reached agreement on the terms and conditions under which the project will be undertaken, and the funding provided, and now desire to reduce their agreement to writing.

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

1. Recipient Status. GCV affirms that it is a private, non-profit corporation organized and existing under Iowa law. GCV shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding. GCV has also provided City with a copy of its mission statement and a detailed summary from an officer or board member that specifies GCV's use of the funds, consistent with the concept of "public purpose" as described in Iowa Code § 15A.1(2), (5) or otherwise by addendum to this Agreement.

2. Recipient Documentation. Prior to receiving funding, GCV shall provide the following documentation to City:

   a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;
   b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
   c. Names and addresses of directors and /or officers;
   d. Line item budget for current fiscal year;
   e. List of any additional pending applications for funding to include funding source and dollar amount requested.

3. Description of Project. In consideration for the funding provided to GCV by the City, GCV shall represent and advocate for the interests of business, industry and institutions operating in the City of Waterloo. Failure to abide by this requirement shall result in a return of funds pursuant to this

Agreement. GCV agrees to undertake and complete in the Cedar Valley project (the "Project"), to engage in the following economic development activities:

a. **Business expansion, retention and recruitment.**
    1. Execute Marketing (Domestic and Foreign Direct Investment) that will help Waterloo to compete in the site selection process by highlighting location differential;
    2. Support initiatives of the TechWorks and promote Campus T1 Building and industrial outlets for new tenants;
    3. Identify and manage expansion and recruitment projects with the intent to encourage new developments that increase wages;
    4. Prepare and be an advocate for funding businesses who wish to access state incentive programs;
    5. Maintain and provide data for the use of existing businesses and site selectors considering the area;
    6. Identify and meet with Waterloo existing businesses on an ongoing basis and including but not limited to assistance with site selection, incentive assistance, data support, workforce assistance, and advocacy;
    7. Input data from existing business formal synchronist interviews. In aggregate prepare a Cedar Valley existing business report based on the interviews annually for purposes of identifying trends and needs by businesses. This will help both the City and GCV adjust programming and advocacy;
    8. Respond and be pro-active to assist an existing business, their employees, Iowa Works with major layoffs or closings as needed.

b. Encouraging **targeted business expansion/retention** in Waterloo by partnering with Advance Iowa at the University of Northern Iowa, CIRAS at Iowa State University, Hawkeye Community College, Waterloo Career Center, Iowa Works and the State of Iowa.

c. **Innovation**
    1. Support and Execute initiatives to support innovation for Small and Medium Size Manufacturers in the Cedar Valley along with Cedar Valley Techworks, UNI, RedCedar and Hawkeye Community College among other partners.

d. **Live the Valley- Workforce Recruitment and Retention.** Through digital and social media, GCV will promote Living and Working in the City of Waterloo by collaborating with the City and other entities to promote and share content on the City of Waterloo showcasing the quality of life, people and businesses.

d. **Economic Inclusion Partnership** - as an entity of Grow Cedar Valley, GCV provides staffing to help business volunteers to execute initiatives that encourage diversity and inclusion in the workplace.

    1. Co-sponsoring the Annual Fall Economic Inclusion Summit in collaboration with the University of Northern Iowa;
    2. Participate in Future Ready initiatives as outlined for the Cedar Valley;
    3. Participate in the Cedar Valley Childcare Coalition;

4. Continue to provide support to existing Cedar Valley businesses on the best practices for diversity, inclusion and, equity in the workplace.

e. **Government Affairs-Advocate for the following:** Advocacy for Cedar Valley legislative and regulatory priorities in Des Moines and Washington DC. The priorities which will be submitted to the Government Relations Committee and the Board of Directors (therefore may be changed).

1. The recommendations outlined by Governor Reynolds' Economic Recovery Task Force.
2. Development of immediately deployable resources for large scale disasters when budget reserves are full for businesses to recover.
3. Favorable policies and additional funding for broadband priorities outlined through the Empower Rural Iowa Initiative.
4. The Invest in Iowa initiative that that triggers Iowa's Water and Land Legacy (IWILL) to include resources for regionally transformative quality of life projects and addresses tax disparities that impact our overall tax climate.
5. Funding for existing programs and consideration of new resources that promote "placemaking" including quality of life and the arts.
6. Supporting education at all levels from pre-school through post-high school options.
7. Additional general fund appropriations for the University of Northern Iowa and level funding for UNI Business and Community Services.
8. Fully funding Future Ready Iowa that supports Hawkeye Community College and Cedar Valley K-12 schools initiatives.
9. Addressing barriers to employment such as access and affordability of child-care or student debt repayment.
10. Developing and supporting incentives with proven return in targeted industries.
11. Removal of the sunset for both the brownfield & gray fields programs.

f. **Waterloo Regional Airport Task Force -** provide staffing support to this volunteer group of Cedar Valley businesses who support the Airport Director, Airport Board, Mayor and the City with retention and expansion of air services.

g. **Improving the "Brand".**

1. A continuing priority is to communicate a brand message that positions Waterloo and the Cedar Valley as an economy driven by technology and innovation led businesses, as well as a superior Midwest quality of life through such digital and social media platforms.
2. The Mayor or designate will have an opportunity at the podium to provide City updates quarterly at Good Morning Cedar Valley events. Event attendance averages 200+/-.

4. Funding. The City agrees to provide funding in an amount of $85,000 to support implementation of the Project, upon Request for Payment as provided in this agreement, and upon receipt of the Accounting required in this agreement, as follows:

a) An amount not to exceed $28,500 to be paid in two separate payments of $14,250 each by December 31, 2021 and on or before June 30, 2022; and

b) An amount not more than $56,500 in potential incentive funds, if earned as follows:

$1,000 per acre of new development in an area of Waterloo officially designated by City during the term of this Agreement as an urban renewal area, TIF district, or other area in which City, provided that each acre must contain 10,000/sf of building structure on average, and/or

$1,000 per $250,000 of new taxable value added to a development area, and/or

$2,500 per new and/or retained FTE job created in a development area, provided the jobs have an hourly starting wage of at least $15.94 for FY22, and/or

GCV will provide the following information in writing to the City on a semiannual basis to show all efforts made to promote Waterloo, broken down into categories for (a) companies solicited by GCV to late in development area (b) companies GCV contacted to expand operations in development area, and (c) inquires received by GCV from companies for marketing materials or availability sites or buildings: number of initial calls, contacts, leads, prospects, conferences attended to present marketing about Waterloo, databases organized and/or posted on websites for providing relevant information about Waterloo, other efforts made to network, form relationships and/or subscribe to services, and material responses to requests for information. Based on the documentation submitted by GCV, the City, at its sole discretion, can evaluate the semiannual performance of GCV and may provide semiannual performance payment up to $5,000 to GCV, with a total maximum not to exceed to $20,000.

Semiannual means the periods June through November 2021; December through May 2022 to allow program evaluation and payment to occur on or before June 30, 2022.

5. Documentation Regarding Accounting of Expenditure of City Funds. The GCV shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining the GCV's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to this agreement.

6. Salaries. A portion of the City's grant, as outlined in Paragraph 4, may provide funding for a portion of the salaries and employee benefits. City payment of a portion of the program's salary and benefit expenses shall not make the City responsible or liable for any employee. All employment-related claims of any type or nature whatsoever that are made by a GCV employee or against a GCV employee by others will be the sole responsibility of GCV.

7. Request for Payment. All requests for payment or reimbursement shall be submitted by GCV to City on a semi-annual basis, specifically, no later than December 1, 2021, and June 1, 2022. All payments or reimbursements are contingent upon receipt of the documentation required in this agreement above, and upon receipt of the Report on Project Results required in this agreement. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under the Agreement.

8. Report on Project Results. GCV agrees to provide the City with a written summary documenting the results of the Project on a semi-annual basis, specifically no later than December 1, 2021, and June 1, 2022. Such report shall include without limitation:

a. Details of external marketing efforts, including, but not limited to: the number of initial calls, contacts, leads, prospects and material responses to request for information;

b. Number of existing business calls and assistance provided to existing Waterloo companies;

c. Statistics related on Live The Valley and Job Board that promotes the City of Waterloo and supports existing Waterloo businesses.

d. Update on execution of initiatives as identified under Economic Inclusion Partnership and related workforce programming and collaboration that benefits the City of Waterloo;

e. Update on initiatives done by the Waterloo Airport Task Force Committee under Grow Cedar Valley;

f. Update on government relations as it pertains to the City of Waterloo and Waterloo businesses.

9. Return of Funds. In the event GCV does not use funds for the intended purpose(s) or in the event GCV does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2022.

10. Time Limitation of Funding. The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. However, this Agreement does not prohibit GCV from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. Recipient Board. The GCV Board of Directors will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement. The Mayor or his/her designee will represent City on the Board. The Mayor will also represent the City on GCV's Executive Committee.

12. Termination. Either party may terminate this Agreement at any time if:

a. The other party materially breaches the terms of this Agreement; provided that the non-breaching party shall have given the breaching, party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;

b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to the budget contemplated for this Agreement, and a mutually acceptable replacement cannot be found; or

c. Performance of any part of this Agreement by a party is prevented or delayed due to a factor beyond the reasonable control of the party and cannot be overcome by reasonable diligence to the satisfaction of either party.

d. The party desiring termination delivers no less than 60 days' advance written notice of termination to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by certified mail or in person to the authorized official of the other party who executed this Agreement.

13. Liability. GCV and City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law. Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this Agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Iowa Code § 670.7, with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Iowa Code § 670.4.

14. Legal Expenses. GCV agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to GCV's performance, or the performance of GCV's employees, officers, directors, agents or volunteers, under this Agreement shall be the sole responsibility of the GCV.

15. Terms of Agreement Control. The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities, and conditions under which the Project shall be completed. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria which by applicable law constitutes unlawful discrimination.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. Term of Agreement. This Agreement covers the period from July 1, 2021 through and including June 30, 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date stated above.

GROW CEDAR VALLEY



By: _____
Cary Darrah, CEO

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/8/2022

ATTACHMENTS:

Description	Type
GROW CV Contract	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve resolution
Summary Statement:	Council has previously approved similar agreements with Grow Cedar Valley, at different amounts over the years since about 1996. The reporting activities for Grow Cedar Valley will still be presented to City Council. The Grow Cedar Valley serves as the State of Iowa's single point of contact for larger project leads, and then works with city officials and staff for work to try and bring such projects here. This partnership has helped to bring such companies as Ferguson Enterprises, Con Agra Foods (and two expansions), and helped other local industries expand like Deere and Company, Hydrite Chemical, A-Line, Advanced Heat Treat, CPM Roskamp, HQAA, Crystal Distribution, Tyson Foods, and others receive applicable State incentives for job creation and expansion/new construction. This grant agreement would continue that relationship, to continue the City Council's main priority of economic development to the community through the provision of jobs, infrastructure, businesses, etc. The agreement calls for a payment of $30,625.00 – in two payments of $15,312.50 at December and June – for the following work efforts: - Business expansion and recruitment - Encouraging startup of businesses - Workforce recruitment and coordination - Advocacy in Des Moines and Washington DC - Improving the "Brand" through marketing, promotions, web presence, and attendance at major conferences There is also a potential $58,625 in additional incentives for work towards - acres of new development

	- amounts of taxable value - new full times jobs created All documented through a report and potential presentation to city and at end of agreement period.
Neighborhood Impact:	The City of Waterloo has had a partnership for economic development efforts with Grow Cedar Valley, formerly known as Greater Cedar Valley Alliance, in one form or another since about 1996. This partnership has worked to create many projects throughout the Waterloo community, and has helped in the marketing of area and reinvestment by existing businesses as well. It has also given the City the ability to connect better with many of its private industry leaders as the City moves ahead.
Data/Analysis and Strategies:	Economic Development
Implementation, Accountability, and Communication:	Bond and TIF funds
Expenditure Required/Source of Funds:	$30,625 plus up to $58,625 in potential additional expense Bonds & TIF Funds

FY2023 ECONOMIC DEVELOPMENT

PROFESSIONAL SERVICES AGREEMENT

WITH
GROW CEDAR VALLEY

This Agreement is entered as of _____, 2022, by and between the Grow Cedar Valley ("GCV"), and the City of Waterloo, Iowa ("City").

WHEREAS, the GCV has proposed to be the City's business partner. GCV is the leader in bringing business and community together to grow opportunities reducing obstacles to business growth through collaboration and advocacy for business attraction, retention, and expansion. Whereby GCV will engage in economic development activities directly benefiting the City of Waterloo; and

WHEREAS, through the adoption of the FY2023 budget, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, including execution of a formal agreement outlining the duties and responsibilities of the GCV and the City; and

WHEREAS, GCV and City have reached agreement on the terms and conditions under which the project will be undertaken, and the funding provided, and now desire to reduce their agreement to writing.

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

1. Recipient Status. GCV affirms that it is a private, non-profit corporation organized and existing under Iowa law. GCV shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding. GCV has also provided City with a copy of its mission statement and a detailed summary from an officer or board member that specifies GCV's use of the funds, consistent with the concept of "public purpose" as described in Iowa Code § 15A.1(2), (5) or otherwise by addendum to this Agreement.

2. Recipient Documentation. Prior to receiving funding, GCV shall provide the following documentation to City:

   a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;
   b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
   c. Names and addresses of directors and /or officers;
   d. Line item budget for current fiscal year;
   e. List of any additional pending applications for funding to include funding source and dollar amount requested.

3. Description of Project. In consideration for the funding provided to GCV by the City, GCV shall represent and advocate for the interests of business, industry and institutions operating in the City of Waterloo. Failure to abide by this requirement shall result in a return of funds pursuant to this

Agreement. GCV agrees to undertake and complete in the Cedar Valley project (the "Project"), to engage in the following economic development activities:

a. **Business expansion, retention and recruitment.**
    1. Execute Marketing (Domestic and Foreign Direct Investment) that will help Waterloo to compete in the site selection process by highlighting location differential;
    2. Support initiatives of the TechWorks and promote Campus T1 Building and industrial outlets for new tenants;
    3. Identify and manage expansion and recruitment projects with the intent to encourage new developments that increase wages;
    4. Prepare and be an advocate for funding businesses who wish to access state incentive programs;
    5. Maintain and provide data for the use of existing businesses and site selectors considering the area;
    6. Identify and meet with Waterloo existing businesses on an ongoing basis and including but not limited to assistance with site selection, incentive assistance, data support, workforce assistance, and advocacy;
    7. Input data from existing business formal synchronist interviews. In aggregate prepare a Cedar Valley existing business report based on the interviews annually for purposes of identifying trends and needs by businesses. This will help both the City and GCV adjust programming and advocacy;
    8. Respond and be pro-active to assist an existing business, their employees, Iowa Works with major layoffs or closings as needed.

b. Encouraging **targeted business expansion/retention** in Waterloo by partnering with the University of Northern Iowa, CIRAS at Iowa State University, Hawkeye Community College, Waterloo Career Center, Iowa Workforce Development, and the State of Iowa.

c. **Innovation**
    1. Support and Execute initiatives to support innovation for Small and Medium Size Manufacturers in the Cedar Valley along with UNI, CIRAS and Hawkeye Community College and other partners.

d. **Live the Valley- Workforce Recruitment and Retention.** Through print, digital and social media, GCV will promote Living and Working in the City of Waterloo by collaborating with the City and other entities to promote and share content on the City of Waterloo showcasing the quality of life, people and businesses.

d. **Economic Inclusion Partnership** - as an entity of Grow Cedar Valley, GCV provides staffing encourage diversity and inclusion in the workplace.

    1. Sponsor the Annual Fall Economic Inclusion Summit in collaboration with the University of Northern Iowa and other private and public sector entities.

    2. Continue to provide support to existing Cedar Valley businesses on the best practices for diversity, inclusion and, equity in the workplace.

legislative and regulatory priorities in Des Moines and Washington DC. The

e. **Government Affairs-Advocate for the following:** Advocacy for Cedar Valley priorities which will be submitted to the Government Relations Committee and the Board of Directors (therefore may be changed).

1. Favorable policies and additional funding for broadband priorities outlined through the Empower Rural Iowa Initiative.
2. The Invest in Iowa initiative that that triggers Iowa's Water and Land Legacy (IWILL) to include resources for regionally transformative quality of life projects and addresses tax disparities that impact our overall tax climate.
3. Funding for programs and consideration of new resources that promote "placemaking" including quality of life and the arts.
4. Supporting education at all levels from pre-school through post-high school options.
5. Additional general fund appropriations for the University of Northern Iowa and level funding for UNI Business and Community Services.
6. Fully funding Future Ready Iowa that supports Hawkeye Community College and Cedar Valley K-12 schools initiatives.
7. Addressing barriers to employment such as access and affordability of child-care or student debt repayment.
8. Developing and supporting incentives with proven return in targeted industries.
9. Removal of the sunset for both the brownfield & gray fields programs.

f. **Waterloo Regional Airport Task Force -** provide staffing support to this volunteer group of Cedar Valley businesses who support the Airport Director, Airport Board, Mayor and the City with retention and expansion of air services.

g. **Improving the "Brand".**

1. A continuing priority is to communicate a brand message that positions Waterloo and the Cedar Valley as an economy driven by technology and innovation led businesses, as well as a superior Midwest quality of life through print, digital and social media platforms.
2. The Mayor or designate will have an opportunity at the podium to provide City updates quarterly at Good Morning Cedar Valley events. Event attendance averages 200+/-.

4. Funding. The City agrees to provide funding in an amount of $116,000 to support implementation of the Project, upon Request for Payment as provided in this agreement, and upon receipt of the Accounting required in this agreement, as follows:

a) An amount not to exceed $30,625 to be paid in two separate payments of $15,312.50 each by December 31, 2022 and on or before June 30, 2023; and

b) An amount not more than $58,625 in potential incentive funds, if earned as follows:

$1,000 per acre of new development in an area of Waterloo officially designated by City during the term of this Agreement as an urban renewal area, TIF district, or other area in which City, provided that each acre must contain 10,000/sf of building structure on average, and/or

$1,000 per $250,000 of new taxable value added to a development area, and/or

$2,500 per new and/or retained FTE job created in a development area, provided the jobs have an hourly starting wage of at least 100% of the average regional wage as determined by the Iowa Economic Development (IEDA) or 100% of average regional wage as identified in a High Quality Jobs Approved Application for Assistance from IEDA, and/or

c) GCV will provide the following information in writing to the City on a semiannual basis to show all efforts made to promote Waterloo, broken down into categories for (a) companies solicited by GCV to late in development area (b) companies GCV contacted to expand operations in development area, and (c) inquires received by GCV from companies for marketing materials or availability sites or buildings: number of initial calls, contacts, leads, prospects, conferences attended to present marketing about Waterloo, databases organized and/or posted on websites for providing relevant information about Waterloo, other efforts made to network, form relationships and/or subscribe to services, and material responses to requests for information. Based on the documentation submitted by GCV, the City, at its sole discretion, can evaluate the semiannual performance of GCV and may provide semiannual performance payment up to $11,062.50 to GCV, with a total maximum not to exceed to $22,125.

Semiannual means the periods June through November 2022; December through May 2023 to allow program evaluation and payment to occur on or before June 30, 2023.

C) Documentation Regarding Accounting of Expenditure of City Funds. The GCV shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining the GCV's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to this agreement.

D) Salaries. A portion of the City's grant, as outlined in Paragraph 4, may provide funding for a portion of the salaries and employee benefits. City payment of a portion of the program's salary and benefit expenses shall not make the City responsible or liable for any employee. All employment-related claims of any type or nature whatsoever that are made by a GCV employee or against a GCV employee by others will be the sole responsibility of GCV.

~~E)~~ Request for Payment. All requests for payment or reimbursement shall be submitted by GCV to City on a semi-annual basis, specifically, no later than December 1, 2022, and June 1, 2023. All payments or reimbursements are contingent upon receipt of the documentation required in this agreement above, and upon receipt of the Report on Project Results required in this agreement. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under the Agreement.

F) Report on Project Results. GCV agrees to provide the City with a written summary documenting the results of the Project on a semi-annual basis, specifically no later than December 1, 2022, and June 1, 2023. Such report shall include without limitation:

a. Details of external marketing efforts, including, but not limited to: the number of initial calls, contacts, leads, prospects and material responses to request for information;

b. Number of existing business calls and assistance provided to existing Waterloo companies;

c. Statistics related on Live The Valley and Job Board that promotes the City of Waterloo and supports existing Waterloo businesses.

d. Update on execution of initiatives as identified under Economic Inclusion Partnership and related workforce programming and collaboration that benefits the City of Waterloo;

e. Update on initiatives done by the Waterloo Airport Task Force Committee under Grow Cedar Valley;

f. Update on government relations as it pertains to the City of Waterloo and Waterloo businesses.

G) Return of Funds. In the event GCV does not use funds for the intended purpose(s) or in the event GCV does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2023.

H) Time Limitation of Funding. The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. However, this Agreement does not prohibit GCV from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

I) Recipient Board. The GCV Board of Directors will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement. The Mayor or his/her designee will represent City on the Board. The Mayor will also represent the City on GCV's Executive Committee.

J) Termination. Either party may terminate this Agreement at any time if:

a. The other party materially breaches the terms of this Agreement; provided that the non-breaching party shall have given the breaching, party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;

b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to the budget contemplated for this Agreement, and a mutually acceptable replacement cannot be found; or

c. Performance of any part of this Agreement by a party is prevented or delayed due to a factor beyond the reasonable control of the party and cannot be overcome by reasonable diligence to the satisfaction of either party.

d. The party desiring termination delivers no less than 60 days' advance written notice of termination to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date

of termination. Such notice shall be delivered by certified mail or in person to the authorized official of the other party who executed this Agreement.

K) Liability. GCV and City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law. Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this Agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Iowa Code § 670.7, with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Iowa Code § 670.4.

L) Legal Expenses. GCV agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to GCV's performance, or the performance of GCV's employees, officers, directors, agents or volunteers, under this Agreement shall be the sole responsibility of the GCV.

M) Terms of Agreement Control. The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities, and conditions under which the Project shall be completed. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria which by applicable law constitutes unlawful discrimination.

N) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

O) Term of Agreement. This Agreement covers the period from July 1, 2022 through and including June 30, 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date stated above.

GROW CEDAR VALLEY



By: _____
Cary Darrah, CEO

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/8/2022

ATTACHMENTS:

	Description	Type
🗋	Avita Amended Restated Development Agreement	Backup Material
🗋	Avita Agreement 2008	Backup Material
🗋	Avita Amendment 2012	Backup Material
🗋	Avita Agreement 2018	Backup Material
🗋	Avita Amendment 2018	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Avita Development LLC is under new ownership and the restated agreement would assigned all rebates and minimum assessment agreements to the new ownership.
Data/Analysis and Strategies:	Economic Development
Expenditure Required/Source of Funds:	None

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "**Agreement**") is entered into as of _____, 2022, by and between **AVITA DEVELOPMENTS, LLC**, an Iowa limited liability company (the "**Company**"), and the **CITY OF WATERLOO, IOWA** (the "**City**").

RECITALS

A. The City and the Company are parties to the following: (i) that certain Development Agreement dated as of May 5, 2008 (and Minimum Assessment Agreement dated of even date executed by the Company's principal, Kalyana Sundaram, as "Developer," and attached as Exhibit B thereto), and filed in the records of the Black Hawk County Recorder on November 24, 2009 as Document No. 2010-00010498, as amended by that certain First Amendment to Development Agreement dated as of January 9, 2012, and filed in the records of the Black Hawk County Recorder on January 24, 2012 as Document No. 2012-00013692 (collectively, the "**2008 Development Agreement**"); and (ii) that certain Development Agreement dated as of July 16, 2018 (and Minimum Assessment Agreement dated of even date and attached as Exhibit B thereto), and filed in the records of the Black Hawk County Recorder on August 28, 2018 as Document No. 2019-3366, as amended by that certain Amendment to Development Agreement dated as of October 15, 2018, and filed in the records of the Black Hawk County Recorder on January 28, 2019 as Document No. 2019-11557 (collectively, the "**2018 Development Agreement**").

B. The City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal, and the City further believes that the Project (as hereinafter defined) is in the vital and best interests of the City and that the Project and such incentives are in accordance with the public purposes and provisions of applicable State and local laws and requirements under which the Project has been undertaken and is being assisted.

C. The Company has, prior to the date of this Agreement, financed and constructed buildings and related improvements ("**Improvements**") on real property legally described on Exhibit A attached hereto (the "**Property**"), located in the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Logan Plaza Urban Renewal and Redevelopment Plan Area (the Property and the Improvements constructed thereon by the Company, collectively, the "**Project**").

D. The City and the Company desire to amend and restate, and this Agreement shall supersede and replace, the 2008 Development Agreement and the 2018 Development Agreement in their entireties. Accordingly, from and after the date of this Agreement, the 2008 Development Agreement and the 2018 Development Agreement shall terminate and be of no further force and effect.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Improvements by the Company**. The City and the Company acknowledge and agree that, prior to the date of this Agreement, the Company has completed construction and development of, and satisfied all of its obligations with respect to the construction and development of, the Project, all parts thereof and all work ancillary thereto, including, without limitation, work required to extend water, sewer, telephone, telecommunications, electricity, gas and other utility services from public rights-of-way to locations on the Property and payment of associated connection fees, (a) in accordance with all applicable City, state and federal building codes and in compliance with all applicable City ordinances and other applicable law, and (b) within the timeframes required by the City.

2. **Minimum Assessment Agreement**. The Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property. The Company further agrees that prior to the date set forth in Section 2 of the Minimum Assessment Agreement attached hereto as Exhibit B (the "**Minimum Assessment Agreement**"), it will not seek or cause a reduction in the taxable valuation for the Property, which shall be fixed for assessment purposes, below the amount of $3,701,320.00 (the "**Minimum Actual Value**"), through:

a. willful destruction of the Property, the Improvements, or any part of either;

b. a request to the assessor of Black Hawk County; or

c. any proceedings, whether administrative, legal, or equitable, with any administrative body or court within the City, Black Hawk County, the State of Iowa, or the federal government.

The Company has executed the Minimum Assessment Agreement concurrently herewith.

3. **Tax Rebates**. In consideration of the Company's financing, development and construction of the Project, the Company has been receiving tax rebates with respect to the Property and other real property prior to the date of this Agreement pursuant to the terms of the 2008 Development Agreement and the 2018 Development Agreement. The City agrees to continue to rebate property taxes with respect to the Property (with the exceptions noted below) as follows:

a. Year One through Year Five: 50% rebate each year for any taxable value over the January 1, 2018 value of $2,601,320.00 (each such payment is a "**Rebate**"). Rebates are payable in respect of a given year only to the extent that (1) Company has actually paid general

property taxes due and owing for such year and (2) the City council has made an appropriation for payment of the Rebate. To receive rebates for a given year, Company must, within twelve (12) months after the tax payment due date, submit a completed rebate request to City on the form provided by or otherwise satisfactory to City, or the rebate shall be forfeited.

b. The taxable value of the Property as a result of the Improvements must be increased by a minimum of 10% and must increase the annual tax by a minimum of $500.00. This rebate program is not applicable to any special assessment levy, debt service levy, or any other levy that is exempted from treatment as tax increment financing under the provisions of applicable law.

c. The first year of in which a rebate may be given ("**Year One**") shall be the first full year for which the assessment is based upon the completed value of the Improvements, and not based on a prior year for which the assessment is based solely upon (x) the value of the Property or upon (y) the value of the Property and a partial value of the Improvements due to partial completion of the Improvements or a partial tax year. For purposes hereof, "**Year One**" shall mean January 1, 2019.

Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, Section 14 hereof), the parties agree that (i) the right to receive Rebates and any other incentive payments payable under this Agreement, and the obligations in connection with such Rebates, shall be personal to Avita Developments, LLC ("**Original Company**"), as the original Company under this Agreement, and shall not inure to the benefit, or become the obligation, as applicable, of any successor owner of the Property, (ii) Original Company shall not assign any of its right, title and interest in and to any Rebates or other incentive payments under this Agreement, or any obligations in connection with such Rebates, to any successor owner of the Property.

4. **Limitations on Payment of Rebates.**

a. Each payment of a Rebate is subject to annual appropriation by the city council each fiscal year. City has no obligation to make any payments to Company as contemplated under this Agreement until the city council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to City in this paragraph is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to make future payments of Rebates shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by City's bond counsel to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other

provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

b. Notwithstanding the provisions of Section 3 hereof, City shall have no obligation to make a payment of a Rebate to Company if at any time during the term hereof (1) City fails to appropriate funds for payment; (2) City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Property and Improvements to fund a Rebate payment to Company, as contemplated under Section 3 above, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by City under Iowa Code Chapter 403 or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof; or (3) City's ability to collect Tax Increment from the Improvements and Property is precluded or terminated by legislative changes to Iowa Code Chapter 403. Upon occurrence of any of the foregoing circumstances, City shall promptly forward notice of the same to Company. If the circumstances continue for a period during which two (2) annual Rebate payments would otherwise have been paid to Company under the terms of Section 3 then City may terminate this Agreement, without penalty or other liability to City, by written notice to Company.

c. For purposes of this Agreement, "**Tax Increments**" shall mean the property tax revenues on the Improvements and Property received by and made available to City for deposit in an account maintained under this Agreement, the provisions of Iowa Code § 403.19 and the ordinance governing the Urban Renewal Plan.

5. **Conditions to City Funding.** The complete or initial funding by City of the Rebates and other Project commitments shall be deemed an agreement of the parties that the applicable conditions to disbursement of funds as set forth in Section 4 shall, as of the date of such funding, have been satisfied or waived. If the conditions set forth in this Section are not satisfied at a Rebate disbursement date, this Agreement shall terminate unless a new disbursement date is established by amendment to this Agreement. The termination of this Agreement shall be the sole remedy available to City or Company if, for whatever reason, a condition set forth in this Section is not satisfied at a Rebate payment date, it being understood that each party shall nonetheless incur costs and liabilities prior thereto for which they alone are responsible. City and Company each expressly assumes all responsibility for the costs and liabilities they may each so incur prior to a Rebate payment date and agree to indemnify and hold each other harmless therefrom.

6. **Representations and Warranties of City**. City hereby represents and warrants as follows:

a. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

b. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

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

a. Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

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

c. Company has full right, title, and authority to execute and perform this Agreement and to consummate all of the transactions contemplated herein, and each person who executes and delivers this Agreement and all documents to be delivered to City hereunder is and shall be authorized to do so on behalf of Company.

8. **Materiality of Company's Promises, Covenants, Representations and Warranties**. Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

9. **Notices**. Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

a. if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, facsimile number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

b. if to Company, at 3904 Alexis Blvd., Cedar Falls, Iowa 50613, Attention: Kalyana Sundaram.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service

which guarantees next day delivery, (iii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful. A party may change the address for giving notice by any method set forth in this section.

10. **No Joint Venture**. Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the City and Company nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

11. **Amendment, Modification and Waiver**. No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

12. **Severability**. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

13. **Captions**. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

14. **Binding Effect**. Except as otherwise expressly provided in Section 3, this Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives, including, but not limited to, future owners of the Property.

15. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

16. **Entire Agreement**. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or contemporaneous

negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

17. **Time of Essence**. Time is of the essence of this Agreement.

18. **Termination**. This Development Agreement and the Minimum Assessment Agreement attached hereto shall each automatically terminate and be of no further force and effect on December 31, 2029, without the requirement of any further action by the parties hereto. Upon any early termination of this Agreement, whether pursuant to Section 4(b), Section 5, or otherwise, the Minimum Assessment Agreement shall concurrently terminate, the parties shall execute an agreement evidencing the termination of this Agreement and the Minimum Assessment Agreement, and shall record the same in the records of the Black Hawk County Recorder.

[Signature page follows]

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

CITY:

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

COMPANY:

AVITA DEVELOPMENTS, LLC,
an Iowa limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED:

_____
KALYANA SUNDARAM, as "Developer"
under the Minimum Assessment Agreement
attached as Exhibit B to the 2008 Development
Agreement

[*Notary acknowledgments on following page*]

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2022, before me, a Notary Public a Notary Public in and for the State of Iowa, personally appeared Quentin Hart and Kelley Felchle, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City County, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

_____
Notary Public

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on _____, 2022, by _____, as _____ of Avita Developments, LLC.

_____
Notary Public

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on _____, 2022, by Kalyana Sundaram, an individual.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of Waterloo, County of Black Hawk, State of Iowa, described as follows:

Parcel M, more particularly described on Plat of Survey filed December 8, 2021, as Document No. 2022-12003, as corrected by Surveyor's Affidavit filed December 21, 2021, as Document No. 2022-12984, being part of the SW 1/4 of Section 12-89-13, Waterloo, Black Hawk County, Iowa.

EXHIBIT B

MINIMUM ASSESSMENT AGREEMENT

This **MINIMUM ASSESSMENT AGREEMENT** (this "**Agreement**") is entered into as of _____, 2022, by and among the **CITY OF WATERLOO, IOWA** (the "**City**"), **AVITA DEVELOPMENTS, LLC**, an Iowa limited liability company (the "**Company**"), and the **ASSESSOR FOR BLACK HAWK COUNTY, IOWA** (the "**Assessor**").

WITNESSETH:

WHEREAS, on the date hereof the City and Company have entered into a Development Agreement (the "**Development Agreement**") regarding certain real property described in Exhibit A attached thereto, located in the City; and

WHEREAS, pursuant to the Development Agreement, the Company has undertaken and completed the development of the Project (as defined in the Development Agreement) within the City and within the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Logan Plaza Urban Renewal and Redevelopment Plan Area, of the City; and

WHEREAS, pursuant to Iowa Code § 403.6, as amended, the City and the Company desire to establish a minimum actual value for the land and the building(s) in the Project pursuant to this Agreement and applicable only to the Project, which minimum actual value became effective upon substantial completion of the Project and shall continue to be effective until the termination of this Agreement pursuant to the terms herein, and which is intended to reflect the minimum actual value of the land and buildings at the Project only; and

NOW, THEREFORE, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1. From and after substantial completion of construction of the Improvements by the Company, the minimum actual taxable value fixed for assessment purposes for the Property and Improvements constructed thereon by the Company as a part of the Project shall not be less than $3,701,320.00 (the "**Minimum Actual Value**") until termination of this Agreement. The parties hereto agree that substantial completion of construction of the Improvements occurred on or about June 1, 2018.

2. The Minimum Actual Value herein established shall be of no further force and effect, and this Agreement shall automatically terminate, on December 31, 2029, without the requirement of any further action by the parties hereto. Additionally, this Agreement shall automatically terminate upon any early termination of the Development Agreement. Nothing

herein shall be deemed to waive the Company's rights under Iowa Code § 403.6, as amended, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall the Company seek or cause the reduction of the actual value assigned to the Project to be reduced below the Minimum Actual Value established herein during the term of this Agreement.

3. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property and the Improvements pursuant to the provisions of this Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Property or the Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Property or the Improvements by Company or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Property or the Improvements.

4. Company agrees that its obligation to make the tax payments required hereby, to pay the other sums provided for herein, and to perform and observe its other agreements contained in this Agreement shall be absolute and unconditional obligations of Company (not limited to the statutory remedies for unpaid taxes) and that Company shall not be entitled to any abatement or diminution thereof, or set off therefrom, nor to any early termination of this Agreement except as expressly provided herein or in the Development Agreement.

5. Company agrees that during the term of this Agreement it will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Property or the Improvements determined by any tax official to be applicable to the Property or the Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) seek any tax deferral, credit or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other state law, of the taxation of real property, including improvements and fixtures thereon, contained in the Property or the Improvements; or

(c) request the Assessor to reduce the Minimum Actual Value; or

(d) appeal to the board of review of the city, county, state or to the Director of Revenue of the State of Iowa to reduce the Minimum Actual Value; or

(e) cause a reduction in the actual value of the Minimum Actual Value through any other proceedings.

6. This Agreement shall be promptly recorded by the City with the Recorder of Black Hawk County, Iowa.

7. Neither the preambles nor provisions of this Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

8. Except as otherwise expressly provided in the Development Agreement, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, including, but not limited to, future owners of the Property.

9. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Development Agreement.

10. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

[*Signature pages follow*]

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

CITY:

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

COMPANY:

AVITA DEVELOPMENTS, LLC,
an Iowa limited liability company

By: _____
Name: _____
Title: _____

[*Signatures and notary acknowledgments continued on following pages*]

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2022, before me, a Notary Public a Notary Public in and for the State of Iowa, personally appeared Quentin Hart and Kelley Felchle, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City County, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

_____
Notary Public

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on _____, 2022, by _____, as _____ of Avita Developments, LLC.

_____
Notary Public

CERTIFICATION OF ASSESSOR

The undersigned having reviewed the improvements constructed and the market value assigned to the land upon which the improvements were constructed at the time of such construction, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable as of such date of construction, hereby certifies as follows:

The undersigned Assessor, being legally responsible for the assessment of the property subject to the development, certifies that the actual value assigned to such land, building and equipment upon completion of the development shall not be less than Three Million, Seven Hundred One Thousand, Three Hundred Twenty and No/100 Dollars ($3,701,320.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

ASSESSOR FOR BLACK HAWK COUNTY, IOWA

By: _____
Name: _____
Title: _____

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on _____, 2022, by _____, Assessor for Black Hawk County, Iowa.

_____
Notary Public

Doc ID: 003983700010 Type: GEN
Kind: AGREEMENT
Recorded: 11/24/2009 at 09:07:33 AM
Fee Amt: $54.00 Page 1 of 10
Instr# 200900015593
Black Hawk County Iowa
JUDITH A MCCARTHY RECORDER
Book 1080 Page 99083 - 99092
File 2010-00010498

*Prepared by - Noel Anderson - City of Waterloo

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of May 5, 2008, by and between Avita Developments LLC ("Developer"), and the City of Waterloo, Iowa ("City").

RECITALS

A. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal.

B. Developer is willing and able to finance and construct a building and related improvements on property located in the Logan Plaza urban renewal area.

AGREEMENT

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

1. **Purchase of Property.** Developer is purchasing the real property described on Exhibit "A" attached hereto (the "Property"). Developer shall take all steps necessary or advisable to complete the purchase of the Property and to obtain marketable title thereto as promptly as possible. Developer is purchasing the Property to construct a medical office building to allow for future construction of additional office development. Part of the incentives made available to Developer under this Agreement are intended to reimburse Developer's costs to acquire the Property. Accordingly, to the extent that any future development of the Property is eligible to receive incentives, such incentives shall not include reimbursement for land acquisition costs.

2. **Improvements by Developer.** Developer shall construct on the Property a medical office building consisting of approximately 18,000 square feet, and related landscape and parking (the "Improvements"). The Improvements shall be constructed in accordance with all applicable City, state, and federal building codes and shall comply with all applicable City ordinances. It is contemplated that the taxable value of the land and building upon completion will be approximately $2,500,000. The Property, the Improvements, and all site preparation and development-related work to make the Property usable for Developer's purposes as contemplated by this Agreement are collectively referred to as the "Project".

3. Reserved.

4. **Timeliness of Construction.** The parties agree that Developer's commitment to undertake the Project and to construct the Improvements in a timely manner constitutes a material inducement for the City to enter this Agreement, and that

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without said commitment City would not have done so. Developer must substantially complete construction of the Improvements by January 1, 2009. If Developer has not obtained a building permit and begun in good faith the construction of the Improvements upon the Property by July 1, 2008, this Agreement may be cancelled at the sole option of City. If construction has not begun by July 1, 2008, but the development of the Project is still imminent, the City Council may, but shall not be required to, grant an extension of time for the construction of the Improvements. If construction has commenced by July 1, 2008 and is stopped and/or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Developer, the requirement that construction is to be substantially completed by January 1, 2009 shall be tolled for a period of time equal to the period of such stoppage or delay, and thereafter if construction is not completed within the allowed period of extension this Agreement shall be cancelled at the sole option of City. If construction is not substantially completed by January 1, 2009, then the parties agree to execute an amendment to this Agreement and to the Minimum Assessment Agreement to extend the date specified in Section 4 below and the dates specified in corresponding provisions of the Minimum Assessment Agreement.

5. **Minimum Assessment Agreement.** Developer acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other lawful charges whatsoever levied upon or assessed or placed against the Property. Developer further agrees that, prior to January 1, 2025, it will not seek or cause a reduction in the taxable valuation for the Property, which shall be fixed for assessment purposes, below the aggregate amount of $2,500,000.00 ("Minimum Actual Value"), through:

(i) willful destruction of the Property, Improvements, or any part of either;

(ii) a request to the assessor of Black Hawk County; or

(iii) any proceedings, whether administrative, legal, or equitable, with any administrative body or court within the City, Black Hawk County, the State of Iowa, or the federal government.

Developer agrees to sign the agreement attached as Exhibit "B" at closing.

6. **Property Tax Rebates.** Provided that Developer has completed the Improvements as set forth in Sections 1, 2 and 4 and has executed the Minimum Assessment Agreement as set forth in Section 5, the City agrees to rebate property taxes (with the exceptions noted below) as follows:

a. Year One - 100% rebate
b. Year Two - 100% rebate
c. Year Three - 74% rebate
d. Year Four - 50% rebate

e. Year Five - 50% rebate
f. Year Six - 50% rebate
g. Year Seven - 50% rebate
h. Year Eight - 50% rebate

for any taxable value over the January 1, 2008 value of $88,570 .00. Rebates are payable in respect of a given year only to the extent that Developer has actually paid general property taxes due and owing for such year.

The taxable value of the Property as a result of the Improvements must be increased by a minimum of 10% and must increase the annual tax by a minimum of $500.00. This rebate program is not applicable to any special assessment levy, debt service levy, or any other levy that is exempted from treatment as tax increment financing under the provisions of applicable law. The first year in which a rebate may be given ("Year One") shall be the first full year for which the assessment is based upon the completed value of the Improvements and not a prior year for which the assessment is based solely upon the value of the land or upon the value of the land and a partial value of the Improvements, due to partial completion of the Improvements or a partial tax year.

7. **Representations and Warranties of City.** City hereby represents and warrants as follows:

A. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

8. **Representations and Warranties of Developer.** Developer hereby represents and warrants as follows:

A. Developer is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Developer has full right, title, and authority to execute and perform this Agreement and to consummate all of the transactions contemplated herein, and each person who executes and delivers this Agreement and all documents to be delivered to City hereunder is and shall be authorized to do so on behalf of Developer.

9. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, facsimile number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Developer, to Kalyana Sundaram, 3904 Alexis Boulevard, Cedar Falls, Iowa, 50613, facsimile: 319-287-5913.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, (iii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful.

10. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

11. **Severability.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

12. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

13. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, legal representatives, and future owners of the Property.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

15. **Entire Agreement.** This Agreement, together with the Minimum Assessment Agreement attached hereto as Exhibit "B", constitutes the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

16. **Time of Essence.** Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Development Agreement as of the date first set forth above.

CITY OF WATERLOO, IOWA

By: _____
Timothy J. Hurley, Mayor

_____
Kalyana Sundaram

Attest: _____
Nancy Eckert, City Clerk

EXHIBIT "A"

THAT PART OF THE SW 1/4 OF THE SW 1/4 SEC 12 T 89 R 13 COM AT THE SE COR OF SAID SW 1/4 OF THE SW 1/4 TH N ALONG THE E LINE OF SAID SW 1/4 A DIST OF 33 FT TH N 89 DEG 51 SEC W 33 FT TO THE PT OF BEG WHICH IS THE INTERSECTION OF THE WLY ROW LINE OF E 4TH ST AND THE NLY ROW LINE OF DONALD ST TH N 89 DEG 51 SEC W ALONG SAID NLY ROW LINE 445.61 FT TH N A DIST OF 200.1 FT TH N 89 DEG 51 SEC W 185 FT TH N 308.41 FT TH S 89 DEG 51 MIN E 628.30 FT TO THE WLY ROW LINE OF E 4TH ST TH S ALONG SAID WLY ROW LINE 508.45 FT TO PT OF BEG EXC THAT PART OF SW 1/4 SW 1/4 SEC 12 T 89 R 13 PARCEL "F"PLAT OF SURVEY DOC #2004-22550 DESC AS COM AT SE COR OF SAID SW 1/4 SW 1/4 TH N ALONG E LINE OF SW 1/4 SW 1/4 33 FT TH N 89 DEG 51 MIN W 33 FT TO PT OF BEG WHICH IS INTERSECTION OF WLY ROW LINE E 4TH ST AND NLY ROW LINE OF DONALD ST TH N 89 DEG 51 MIN W ALONG NLY ROW LINE 445.61 FT TH N 270 FT TH S 89 DEG 51 MIN E 445.14 FT TH TO WLY ROW LINE OF E 4TH ST TH S ALONG SAID WLY ROW LINE 270 FT TO PT OF BEG

THAT PART OF SW 1/4 SW 1/4 SEC 12 T 89 R 13 PARCEL "F"PLAT OF SURVEY DOC #2004-22550 DESC AS COM AT SE COR OF SAID SW 1/4 SW 1/4 TH N ALONG E LINE OF SW 1/4 SW 1/4 33 FT TH N 89 DEG 51 MIN W 33 FT TO PT OF BEG WHICH IS INTERSECTION OF WLY ROW LINE E 4TH ST AND NLY ROW LINE OF DONALD ST TH N 89 DEG 51 MIN W ALONG NLY ROW LINE 445.61 FT TH N 270 FT TH S 89 DEG 51 MIN E 445.14 FT TH TO WLY ROW LINE OF E 4TH ST TH S ALONG SAID WLY ROW LINE 270 FT TO PT OF BEG

All in the City of waterloo, black hawk county, state of iowa.

EXHIBIT "B"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of this _____ day of ____MAY 5_____, 2008, by and among the CITY OF WATERLOO, IOWA ("City"), Kalyana Sundaram ("Developer"), and the COUNTY ASSESSOR of the City of Waterloo, Iowa ("Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Developer have entered into a development agreement (the "Development Agreement") regarding certain real property, described in Exhibit "A" thereto, located in the City; and

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Developer will undertake the development of an area ("Project") within the City and within the Logan Plaza urban renewal area; and

WHEREAS, pursuant to Iowa Code § 403.6, as amended, the City and the Developer desire to establish a minimum actual value for the land and the building(s) pursuant to this Agreement and applicable only to the Project, which shall be effective upon substantial completion of the Project and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum actual value of the land and buildings as to the Project only; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the improvements (the "Improvements") which the parties contemplate will be erected as a part of the Project.

NOW, THEREFORE, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Improvements by the Developer, the minimum actual taxable value which shall be fixed for assessment purposes for the land and Improvements to be constructed thereon by the Developer as a part of the Project shall not be less than $2,500,000.00 ("Minimum Actual Value") until termination of this Agreement. The parties hereto agree that construction of the Improvements will be substantially completed on or before January 1, 2009. If it is not, then the parties agree to execute an amendment to this Agreement that will extend the dates specified in Section 2 below.

2. The Minimum Actual Value herein established shall be of no further force and effect, and this Minimum Assessment Agreement shall terminate, on December 31, 2024. Nothing herein shall be deemed to waive the Developer's rights under Iowa Code § 403.6, as amended, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall the Developer seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement.

The City shall not unreasonably withhold its consent to permit the Developer to contest its taxable valuations in full, commencing with the assessment of January 1, 2025.

3. This Agreement shall be promptly recorded by the City with the Recorder of Black Hawk County, Iowa. The City shall pay all costs of recording.

4. Neither the preambles nor provisions of this Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, including but not limited to future owners of the Project property.

CITY OF WATERLOO, IOWA

By: _____
Timothy J. Hurley, Mayor

ATTEST:

By: _____
Nancy Eckert, City Clerk

_____
Kalyana Sundaram

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

On this 5th day of May, 2008, before me, a Notary Public in and for the State of Iowa, personally appeared Timothy J. Hurley and Nancy Eckert, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

Notary Public

3/22/2011

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on MAY 1, 2008 by Kalyana Sundaram.

Notary Public

6.21.09

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the improvements to be constructed and the market value assigned to the land upon which the improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property subject to the development, upon completion of improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual value assigned to such land, building and equipment upon completion of the development shall not be less than Two Million Five Hundred Thousand Dollars ($2,500,000.00) in the aggregate, until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

Vicki Athens
Assessor for Black Hawk County, Iowa

11-5-2008
Date

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on 11-5-, 2008 by Vicki Athens, Assessor for Black Hawk County, Iowa.

DEBORAH L. BOECKMANN
MY COMMISSION NO. 195766
MY COMMISSION EXPIRES
4-8-2010

Deborah L Boeckmann
Notary Public

Doc ID: 004692990001 Type: GEN
Kind: AGREEMENT
Recorded: 01/24/2012 at 03:11:33 PM
Fee Amt: $7.00 Page 1 of 1
Black Hawk County Iowa
JUDITH A MCCARTHY RECORDER
File 2012-00013692

*

Prepared by Noel Anderson, City of Waterloo, City Hall, 715 Mulberry Street, Waterloo, Iowa 50703 phone: 319-291-4366, facsimile 319-291-4262

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (the "Amendment") is entered into as of January 9 -, 2012 by and between the City of Waterloo, Iowa ("City") and Avita Developments LLC ("Company").

RECITALS

A. Company is a party with City to that certain Development Agreement and Minimum Assessment Agreement dated May 5, 2008 (the "Agreement") concerning the development of land as described in the Agreement.

B. Company had a timeline of substantial completion for an 18,000 sq. ft. office building by January 1, 2009, with a termination date on the Minimum Assessment Agreement of December 31, 2024.

C. Company had occupancy and completion of the building after that date above, moving the tax rebate schedule back by one year for full rebate value. Therefore it is necessary to move back the dates above for substantial completion by January 1, 2010 and termination of the Minimum Assessment Agreement by December 31, 2025.

D. All other terms of the Development Agreement would remain the same.

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

1. The Timeliness of Construction wording set forth in Section 4 of the Agreement is hereby amended to read substantial completion by January 1, 2010.
2. The Minimum Assessment Agreement, Section 5, and the Minimum Assessment Agreement, Exhibit B, Section 2, wording of the agreement is amended to read termination of the Minimum Assessment Agreement on December 31, 2023. This includes amending the date to January 1, 2025 in both sections for when the City shall not unreasonably withhold its consent to permit the Developer to contest its taxable valuations in full, or the Company seeking to contest its valuation prior to that date of January 1, 2025.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Development Agreement by their duly authorized representatives as of the date first set forth above.

AVITA DEVELOPMENTS LLC

By: Kalyana Sundaram
Kalyana Sundaram

CITY OF WATERLOO, IOWA

By: Ernest J. Clark
Ernest G. Clark, Mayor

By: Suzy Schares
Suzy Schares, City Clerk

7.00

Doc ID: 009368200018 Type: GEN
Recorded: 08/28/2018 at 10:13:35 AM
Fee Amt: $92.00 Page 1 of 18
Black Hawk County Iowa
SANDIE L. SMITH RECORDER
File 2019-00003366

*City of Waterloo.

Prepared by Christopher S. Wendland, P.O. Box 596, Waterloo, IA 50704 Phone (319) 234-5701

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of July 16, 2018 by and between Avita Developments, LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal, and the City further believes that the project is in the vital and best interests of the City and that the project and such incentives are in accordance with the public purposes and provisions of applicable State and local laws and requirements under which the project has been undertaken and is being assisted.

B. Company is willing and able to finance and construct buildings and related improvements on property legally described on Exhibit "A" attached hereto (the "Property") located in the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Logan Plaza Urban Renewal and Redevelopment Plan Area ("Urban Renewal Area").

AGREEMENT

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

1. **Sale of Property; Title.** Subject to the terms hereof, City shall convey to Company for the sum of $1.00 (the "Purchase Price") the real estate described on Exhibit "A-1" attached hereto (the "City Property"), consisting of approximately 1.5 acres. Conveyance shall be by quit claim deed, free and clear of all encumbrances arising by or through City except: (a) easements, conditions and restrictions of record which do not, in Company's opinion, interfere with Company's proposed use; (b) current and future real estate real property taxes and assessments subject to the agreements

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made herein; (c) general utility and right-of-way easements serving the City Property; and (d) restrictions imposed by the City zoning ordinances and other applicable law. City shall have no duty to convey title to Company until Company delivers to City reasonable and satisfactory proof of financial ability to undertake and carry on the Project (defined below), which may take the form of a lending commitment letter. In any event, conveyance will not occur until the City Property has been surveyed and City has acquired title to the City Property. Company shall, at its own expense, prepare an updated abstract of title, or in lieu thereof Company may, at its own expense, obtain whatever form of title evidence it desires. If title is unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Company, Company may terminate this Agreement. City shall provide any title documents it has in its possession, including any abstracts, to assist in title preparation.

2. **Improvements by Company.** Company shall construct on the Property and the City Property a 5,300 square-foot addition to the current medical facility, and related parking, landscaping, and other improvements to the buildings and grounds (collectively, the "Improvements"). The Improvements shall be constructed in accordance with all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. The Property, the City Property, the Improvements, and all site preparation and development-related work to make the Property and the City Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project".

3. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Company's commitment to undertake the Project and to construct the Improvements in a timely manner constitutes a material inducement for the City to convey the City Property, or to cause the City Property to be conveyed, to Company and that without said commitment City would not do so. Company must obtain a building permit and begin construction no later than April 30, 2018 (the "Project Start Date") and substantially complete construction by December 31, 2018 (the "Project Completion Date").

If Company has not, in good faith, begun the construction of the Improvements by the Project Start Date, then title to the City Property shall revert to the City, except as provided in this Agreement; provided, however, that if construction has not begun by the Project Start Date but the development of the Project is still imminent, the City Council may, but shall not be required to, consent to an extension of time for the construction of the Improvements, and if an extension is granted but construction of the Improvements has not begun within such extended period, then the title to the City Property shall revert to the City after the end of said extended period. If Company determines at any time that the Project is not economically feasible, then after giving thirty (30) days' advance written notice to City, Company may convey the City Property to City by special warranty deed, and thereupon neither party shall have any further obligation under this Agreement except as expressly provided. If development has commenced by the Project Start Date or any extended period and is stopped and/or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute,

fire, or other cause beyond the reasonable control of Company, the requirement that construction is to be completed by the Project Completion Date shall be tolled for a period of time equal to the period of such stoppage or delay, and thereafter if construction is not completed within the allowed period of extension the title to the City Property shall revert to the City after the end of said period.

4. **Reverter of Title; Indemnity.** In the event of any reverter of title, Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to a special warranty deed, or take such other actions as the City may reasonably request to effectuate said reverter and to deliver to City title to the City Property that is free and clear of any lien, claim, charge, security interest, mortgage or encumbrance (collectively, "Liens") arising by or through Company. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the City Property. ***Appointment of Attorney in Fact:*** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within thirty (30) days of written demand by City, then City shall be authorized to execute, on Company's behalf and as its attorney-in-fact, the special warranty deed required by this Section, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact.

Company further agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, or injury made, suffered, or incurred as a result of or in connection with the Project, Company's failure to carry on or complete same, or any Lien or Liens on or against the City Property of any type or nature whatsoever that attaches to the City Property by virtue of Company's ownership of same. If City files suit to enforce the terms of this Agreement and prevails in such suit, then Company shall be liable for all legal expenses, including but not limited to reasonable attorneys' fees, incurred by City. Company's duties of indemnity pursuant to this Section shall survive the expiration, termination or cancellation of this Agreement for any reason.

5. **No Encumbrances; Limited Exception.** Until completion of the Improvements, Company agrees that it shall not create, incur, or suffer to exist any Liens on the City Property, other than such mortgage or mortgages as may be reasonably necessary to finance Company's completion of the Improvements and of which Company notifies City before Company executes any such mortgage. Company may not mortgage the City Property or any part thereof for any purpose except in connection with financing of the Improvements.

6. **Utilities.** Company will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services from public right of way to any location on the Property and for payment of any associated connection fees.

7. **Minimum Assessment Agreement.** Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property and

the City Property. Company further agrees that prior to the date set forth in Section 2 of Exhibit "B" it will not seek or cause a reduction in the taxable valuation for the Property and the City Property, which shall be fixed for assessment purposes, below the amount of $3,701,320 (the "Minimum Actual Value"), through:

(i) willful destruction of the Property, the City Property, the Improvements, or any part of either;

(ii) a request to the assessor of Black Hawk County; or

(iii) any proceedings, whether administrative, legal, or equitable, with any administrative body or court within the City, Black Hawk County, the State of Iowa, or the federal government.

Company agrees to sign said attached Exhibit "B" at the closing.

8. **Tax Rebates.** Provided that Company has completed the Improvements as set forth herein and has executed the Minimum Assessment Agreement as set forth above, City agrees to rebate property tax (with the exceptions noted below) as follows:

Year One through Year Five 50% rebate each year

for any taxable value over the January 1, 2018 value of $2,601,320. Rebates are payable in respect of a given year only to the extent that Company has actually paid general property taxes due and owing for such year. To receive rebates for a given year, Company must, within twelve (12) months after the tax payment due date, submit a completed rebate request to City on the form provided by or otherwise satisfactory to City, or the rebate shall be forfeited.

The taxable value of the Property and the City Property as a result of the Improvements must be increased by a minimum of 10% and must increase the annual tax by a minimum of $500.00. This rebate program is not applicable to any special assessment levy, debt service levy, or any other levy that is exempted from treatment as tax increment financing under the provisions of applicable law.

The first year of in which a rebate may be given ("Year One") shall be the first full year for which the assessment is based upon the completed value of the Improvements, and not based on a prior year for which the assessment is based solely upon (x) the value of the Property and the City Property or upon (y) the value of the Property and the City Property and a partial value of the Improvements due to partial completion of the Improvements or a partial tax year.

9. **Representations and Warranties of City.** City hereby represents and warrants as follows:

A. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

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

A. Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

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

C. Company has full right, title, and authority to execute and perform this Agreement and to consummate all of the transactions contemplated herein, and each person who executes and delivers this Agreement and all documents to be delivered to City hereunder is and shall be authorized to do so on behalf of Company.

11. **Obligations Contingent.** Each and every obligation of City under this Agreement is expressly made subject to and contingent upon City's completion of all procedures, hearings and approvals deemed necessary by City or its legal counsel for amendment of the urban renewal plan applicable to the Property and/or project area, all of which must be completed within 180 days from the date this Agreement is approved by the City council. If such completion does not occur, then any conveyance, benefit or incentive of any type provided by City hereunder within said 180-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same, or failing such restoration Company agrees to be liable for same or for the fair value thereof, plus interest on any sums owing at the rate of 10% per annum commencing with the date of demand for payment, if said payment is not remitted to City within 30 days.

12. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Property prior to completion of the Project, whether in whole or in part, to any other person or entity without the prior written consent of City. Reasonable grounds for the City to withhold its consent shall include but are not limited to the inability of the proposed transferee to demonstrate to the City's satisfaction that it has the financial ability to observe all of the terms to be performed by Company under this Agreement.

13. **Materiality of Company's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

14. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, facsimile number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, at 3904 Alexis Blvd., Cedar Falls, Iowa 50613, facsimile number _____, Attention: Kalyana Sundaram.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, (iii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful. A party may change the address for giving notice by any method set forth in this section.

15. **No Joint Venture.** Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the City and Company nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

16. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

17. **Severability.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement

shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

18. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

19. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

20. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

21. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

22. **Time of Essence.** Time is of the essence of this Agreement.

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

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

AVITA DEVELOPMENTS, LLC

By: _____
Kalyana Sundaram, Manager

EXHIBIT "A"

Legal Description of Property

THAT PART OF THE SW 1/4 OF THE SW 1/4 SEC 12 T 89 R 13 COM AT THE SE COR OF SAID SW 1/4 OF THE SW 1/4 TH N ALONG THE E LINE OF SAID SW 1/4 A DIST OF 33 FT TH N 89 DEG 51 SEC W 33 FT TO THE PT OF BEG WHICH IS THE INTERSECTION OF THE WLY ROW LINE OF E 4TH ST AND THE NLY ROW LINE OF DONALD ST TH N 89 DEG 51 SEC W ALONG SAID NLY ROW LINE 445.61 FT TH N A DIST OF 200.01 FT TH N 89 DEG 51 SEC W 185 FT TH N 308.41 FT TH S 89 DEG 51 MIN E 628.30 FT TO THE WLY ROW LINE OF E 4TH ST TH S ALONG SAID WLY ROW LINE 508.45 FT TO PT OF BEG EXC COM SE COR SW TH N 33 FT TH N 89 DEG 55 MIN 28 SEC W 33 FT TO W ROW LINE E 4TH ST BEING PT OF BEG TH N 89 DEG 55 MIN 28 SEC W 10 FT TH N 44 DEG 34 MIN 58 SEC E 14.02 FT TO W ROW LINE E 4TH ST TH S 10 FT TO PT OF BEG

EXHIBIT "A-1"

Legal Description of City Property

[description to be inserted at a later date by amendment to development agreement]

EXHIBIT "B"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of July 16, 2018, by and among the CITY OF WATERLOO, IOWA ("City"), AVITA DEVELOPMENTS, LLC ("Company"), and the COUNTY ASSESSOR of the City of Waterloo, Iowa ("Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Company have entered into a development agreement (the "Development Agreement") regarding certain real property, described in Exhibit "A" and Exhibit "A-1" thereto, located in the City; and

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Company will undertake the development of an area ("Project") within the City and within the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Logan Plaza Urban Renewal and Redevelopment Plan Area, of the City; and

WHEREAS, pursuant to Iowa Code § 403.6, as amended, the City and the Company desire to establish a minimum actual value for the land and the building(s) pursuant to this Agreement and applicable only to the Project, which shall be effective upon substantial completion of the Project and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum actual value of the land and buildings as to the Project only; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the improvements (the "Improvements") which the parties contemplate will be erected as a part of the Project.

NOW, THEREFORE, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Improvements by the Company, the minimum actual taxable value which shall be fixed for assessment purposes for the land and Improvements to be constructed thereon by the Company as a part of the Project shall not be less than $3,701,320 (the "Minimum Actual Value") until termination of this Agreement. The parties hereto agree that construction of the Improvements will be substantially completed on or before December 31, 2018.

2. The Minimum Actual Value herein established shall be of no further force and effect, and this Minimum Assessment Agreement shall terminate, on December 31, 2029. Nothing herein shall be deemed to waive the Company's rights under Iowa Code § 403.6, as amended, to contest that portion of any actual value assignment made by

the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall the Company seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement.

3. This Agreement shall be promptly recorded by the City with the Recorder of Black Hawk County, Iowa. The City shall pay all costs of recording.

4. Neither the preambles nor provisions of this Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, including but not limited to future owners of the Project property.

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

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

By: _____
Kelley Felchle, City Clerk

AVITA DEVELOPMENTS, LLC

By: _____
Kalyana Sundaram, Manager

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

On this 1st day of August, 2018, before me, a Notary Public in and for the State of Iowa, personally appeared Quentin M. Hart and Kelley Felchle, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing

instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

Notary Public

NANCY HIGBY
COMMISSION NO.788229
MY COMMISSION EXPIRES
2-3-2021

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on MAY 22, 2018 by Kalyana Sundaram as Manager of Avita Developments, LLC.

Notary Public

BARBARA J MOSTEK
COMMISSION NO. 720408
MY COMMISSION EXPIRES
JANUARY 15, 2021

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the improvements to be constructed and the market value assigned to the land upon which the improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property subject to the development, upon completion of improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual value assigned to such land, building and equipment upon completion of the development shall not be less than Three Million Seven Hundred One Thousand Three Hundred Twenty Dollars ($3,701,320) until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

Assessor for Black Hawk County, Iowa

8-28-18
Date

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on August 28, 2018 by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

Notary Public

ADRIENNE MILLER
COMMISSION NO. 809109
MY COMMISSION EXPIRES
FEBRUARY 23, 2021

STATE OF IOWA, }

Black Hawk County, SS

NOTICE OF PUBLIC HEARING
TO WHOM IT MAY CONCERN:
Notice is hereby given that on the 16th day of July, 2018, at 5:30 p.m., in the Harold E. Getty Council Chambers, in City Hall in the City of Waterloo, Iowa, a public hearing will be held by the Council of the City of Waterloo, Iowa, to authorize the sale and conveyance of 1.5 acres of City owned property for $1.00 commonly known as the former Logan Plaza area, and enter into a Development Agreement with Avita Developments, LLC, for the construction of a 5,300 sq. ft. medical office expansion with a minimum value of $1.1 million added to existing value, and 5 years at 50% tax rebates, legally described as follows:
Interim description:
An area of 1.5 acres, more or less, lying within Lot 1, Menard-Logan Plaza Minor Plat, Black Hawk County, Iowa, recorded in Doc. No. 2008-07262, which abuts the property owned by Avita Developments, LLC that is legally described on Exhibit "A".
[a surveyed legal description of the City Property may be substituted for the above "interim description" at a later date by amendment to the development agreement]
Anyone who is interested may appear at said time and place and be heard or may file written objection with the City Clerk, City Hall, Waterloo, Iowa, before the date set for said hearing.
By order of the Council of the City of Waterloo this 2nd day of July, 2018.
Kelley Felchle
City Clerk

I do solemnly swear that the annexed copy of legal

City of Waterloo
Public Hearing: Avita Developments

Notice was published in the Waterloo-Cedar Falls Courier, a daily newspaper printed in Waterloo, Black Hawk County, Iowa, once commencing on the 6th day of July, 2018 in the name of said newspaper, and that the annexed rate of advertised is the regular legal rate of said newspaper, and that the following is a correct bill for publishing said notice.

Printer's Bill $19.66

Ivonne Keller
Signed

Subscribed and sworn to before me this 10
Day of July A.D., 20 18
Jodi E McKinstry
Notary Public

Received of _____

_____

the sum of _____

_____ Dollars.

In full for publication of the above notice.

JODI E MCKINSTRY
COMMISSION NO. 782413
MY COMMISSION EXPIRES
7/30/20

Prepared by LeAnn M. Even, Deputy City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4323.

RESOLUTION NO. 2018-520

RESOLUTION TO AUTHORIZE THE SALE AND CONVEYANCE OF A PORTION OF CITY OWNED PROPERTY TO AVITA DEVELOPMENTS, LLC FOR $1.00 COMMONLY KNOWN AS A PORTION OF THE FORMER LOGAN PLAZA AREA, AND AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE SAID DOCUMENTS.

WHEREAS, the City of Waterloo is the owner of property commonly known as a portion of the former Logan Plaza Area, in the City of Waterloo, Iowa, and legally described below as:

THAT PART OF THE SW ¼ OF THE SW ¼ SEC 12 T 89 R 13 COM AT THE SE COR OF SAID SW ¼ OF THE SW ¼ TH N ALONG THE E LINE OF SAID SW ¼ A DIST OF 33 FT TH N 89 DEG 51 SEC W 33 FT TO THE PT OF BEG WHICH IS THE INTERSECTION OF THE WLY ROW LINE OF E 4TH ST AND THE NLY ROW LINE OF DONALD ST TH N 89 DEG 51 SEC W ALONG SAID NLY ROW LINE 445.61 FT TH N A DIST OF 200.01 FT TH N 89 DEG 51 SEC W 185 FT TH N 308.41 FT TH S 89 DEG 51 MIN E 628.30 FT TO THE WLY ROW LINE OF E 4TH ST TH S ALONG SAID WLY ROW LINE 508.45 FT TO PT OF BEG EXC COM SE COR SW TH N 33 FT TH N 89 DEG 55 MIN 28 SEC W 33 FT TO W ROW LINE E 4TH ST BEING PT OF BEG TH N 89 DEG 55 MIN 28 SEC W 10 FT TH N 44 DEG 34 MIN 58 SEC E 14.02 FT TO W ROW LINE E 4TH ST TH S 10 FT TO PT OF BEG

And,

WHEREAS, an offer to purchase said property, in the amount of $1.00, has been made by the Avita Developments, LLC, and

WHEREAS, a public hearing was held on July 16, 2018 at 5:30 p.m. in the Harold E. Getty Council Chambers, City Hall, Waterloo, Iowa, as provided by law, by the Council of the City of Waterloo, Iowa, on the proposal to sell and convey city owned property commonly known as a portion of the former Logan Plaza area, to Avita Developments, LLC, and

WHEREAS, it is the opinion of this council that said sale and conveyance should be made as proposed.

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

1. The property commonly known as a portion of the former Logan Plaza area, in the City of Waterloo, Iowa, as fully described in the published notice in the Waterloo Courier on July 6, 2018, is not presently needed, nor will be needed in the foreseeable future for municipal purposes, and its ownership is serving no municipal purpose.

2. That the offer of the Avita Development, LLC to purchase property for the sum of $1.00 is hereby accepted, for the real property as previously described.

3. That the City of Waterloo, Iowa conveys said parcel of real property described above to Avita Developments, LLC by quit claim deed.

4. That the Mayor and City Clerk are authorized and directed to execute said quit claim

deed.

5. That the original of said quit claim deed, fully executed and acknowledged, is hereby approved and confirmed by this Council.

6. That the City Attorney is authorized and directed to deliver said quit claim deed to Avita Development, LLC upon receipt of $1.00.

PASSED AND ADOPTED this 16th day of July 2018.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle
City Clerk

CERTIFICATE

I, Kelley Felchle City Clerk of the City of Waterloo, Iowa, do hereby certify that the preceding is a true and complete copy of Resolution 2018-520, as passed and adopted by the Council of the City of Waterloo, Iowa, on the 16th day of July 2018.

Witness my hand and seal of office this 16th day of July 2018.

Kelley Felchle
City Clerk

Prepared by LeAnn M. Even, Deputy City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4323.

RESOLUTION NO. 2018-521

RESOLUTION RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH AVITA DEVELOPMENTS, LLC FOR THE CONSTRUCTION OF A 5,300 SQUARE FOOT MEDICAL OFFICE EXPANSION WITH A MINIMUM ASSESSED VALUE OF $1.1 MILLION ADDED VALUE AND 5 YEARS AT 50% TAX REBATES, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, that the Development Agreement dated July 16, 2018 between Avita Development, LLC and the City of Waterloo, Iowa, for the development and construction of a 5,300 square foot medical office expansion, with a minimum assessed value of $1.1 million added value and 5 years at 50% tax rebates, for property commonly known as a portion of the former Logan Plaza area, is hereby approved and the Mayor and City Clerk are authorized and directed to execute said agreement on behalf of the City of Waterloo, Iowa.

PASSED AND ADOPTED this 16th day of July 2018.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle
City Clerk

CERTIFICATE

I, Kelley Felchle City Clerk of the City of Waterloo, Iowa, do hereby certify that the preceding is a true and complete copy of Resolution 2018-521, as passed and adopted by the Council of the City of Waterloo, Iowa, on the 16th day of July 2018.

Witness my hand and seal of office this 16th day of July 2018.

SEAL

Kelley Felchle
City Clerk

Doc ID: 009475900003 Type: GEN
Recorded: 01/28/2019 at 03:34:23 PM
Fee Amt: $17.00 Page 1 of 3
Black Hawk County Iowa
SANDIE L. SMITH RECORDER
File 2019-00011557

*City of Waterloo
Preparer Information: Christopher S. Wendland, PO Box 596, Waterloo, Iowa 50704 (319) 234-5701
Name Address City Phone

AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement (the "Amendment") is entered into as of October 15, 2018, by and between Avita Developments, LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. Company and City are parties to that certain Development Agreement dated July 16, 2018 and filed August 28, 2018 as Doc. No. 2019-3366 (the "DA"), concerning the development of land (the "Property") described therein.

B. The parties desire to amend the DA to modify the terms thereof as set forth in this Amendment.

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

1. Exhibit "A-1" of the Agreement is hereby stricken in full, and the attached new Exhibit "A-1" is substituted in its place.

2. Except as modified herein, the DA shall continue unmodified in full force and effect. Terms in this Amendment that are capitalized but not defined will have the same meanings herein that are ascribed to them in the DA. The DA and this Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Amendment to Development Agreement by their duly authorized representatives as of the date first set forth above.

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

AVITA DEVELOPMENTS, LLC

By: _____
Kalyana Sundaram, Manager

EXHIBIT "A-1"

Description of City Property

Parcel "I" according to Plat of Survey filed November 5, 2018 as Doc. No. 2019-7253, being a part of the Southwest ¼ of the Southwest ¼ of Section 12, Township 89 North, Range 13 West of the 5th Principal Meridian, City of Waterloo, Black Hawk County, Iowa.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/16/2022

ATTACHMENTS:

Description	Type
Subordination Agreement 6 15 22	Cover Memo

SUBJECT:	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.
Submitted by:	Submitted By: Noel Anderson, Community Planning & Development Director
Recommended Action:	Adopt resolution
Summary Statement:	The City of Waterloo has been working on this project for quite some time. This Subordination Agreement will help secure the financing to get this project to the next phase of construction. The City approved a previous Subordination Agreement - but the dates needed to be updated, which is the purpose of this agreement.
Neighborhood Impact:	As a neighborhood grocery store, located within a federally designated food desert, this project will have a very positive impact on the neighborhood.
Implementation, Accountability, and Communication:	The project has gone through several hearings for public input on the zoning, site plan layout, and development agreement actions to get to this point.
Community Engagement Methods:	The project has gone through several hearings for public input on the zoning, site plan layout, and development agreement actions to get to this point. That includes meeting at the Planning Commission and City Council.
Expenditure Required/Source of Funds:	No further funding actions with this agreement, as a Subordination Agreement was previously approved - this is to amend the dates from prior agreement.
Alternative:	Not approve

Parcel 1:

Lots 2 and 3 in Waterloo Rx First & Franklin Subdivision in the City of Waterloo, Black Hawk County, Iowa.

Parcel 2:

Legal Descriptions:

Lots 17 and 18, Block 64, The Cooley Addition to Waterloo, Black Hawk County, Iowa, and that part of the 20 foot alley as platted in Block 64 of Cooley Addition lying Southeasterly of a Southwesterly extension of the Northwesterly line of Lot 17 of Block 64 of Cooley Addition and lying Northwesterly of a Southwesterly extension of the Southeasterly line of Lot 18 of Block 64 of Cooley Addition, all in the City of Waterloo, Black Hawk County, Iowa.

SUBORDINATION AGREEMENT

This Subordination Agreement (this "Agreement") is made as of June __, 2022, by the CITY OF WATERLOO, IOWA ("Subordinate Lienholder"), SELF-HELP FEDERAL CREDIT UNION, a credit union chartered under the laws of the United States ("Self-Help Federal"), SELF-HELP VENTURES FUND, a North Carolina nonprofit corporation ("SHVF," and together with Self-Help Federal, "Self-Help"), and CENTRAL PROPERTY HOLDINGS, LLC, an Iowa limited liability company ("Owner").

RECITALS:

A. Subordinate Lienholder is the owner and holder of a Mortgage (the "Subordinate Lienholder Lien") encumbering real property situated in the County of Black Hawk, State of Iowa, with an address of 225 Franklin Street, Waterloo, Iowa 50703, as described in more detail on Exhibit A (the "Property"). The Subordinate Lienholder Lien is dated August 23, 2017, and was recorded August 30, 2017, as Document No. 2018-03785 with the Black Hawk County, Iowa Recorder's Office.

B. Owner has executed, or is about to execute, each of the following (collectively, the "Self-Help Mortgages"):

(i) Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (Loan 1A) in favor of Self-Help Federal, securing a loan from Self-Help Federal to Owner in the original principal amount of $2,700,000 ("Loan 1A");

(ii) Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (Loan 1B) in favor of Self-Help Federal, securing a loan from Self-Help Federal to Owner in the original principal amount of $1,210,000 ("Loan 1B");

(iii) Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (Loan 1C) in favor of SHVF, securing a loan from SHVF to Owner in the original principal amount of $680,000 ("Loan 1C"); and

(iv) Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (Loan 2A) in favor of Self-Help Federal, securing a loan from Self-Help Federal to All In Grocers, LLC, an affiliate of Owner, in the original principal amount of [$908,250] ("Loan 2A").

Loan 1A, Loan 1B, Loan 1C, and Loan 2A are collectively called the "Self-Help Loan." The Self-Help Mortgages will be recorded concurrently with this Agreement.

C. It is a condition precedent to Self-Help making the Self-Help Loan that the liens of the Self-Help Mortgages shall unconditionally be and remain at all times liens or charges upon the Property prior and superior to the lien or charge of the Subordinate Lienholder Lien.

D. It is to the mutual benefit of the parties that Self-Help make the Self-Help Loan to Owner, and Subordinate Lienholder is willing that the Self-Help Mortgages shall, when recorded, constitute liens or charges upon the Property which are unconditionally prior and superior to the lien or charge of the Subordinate Lienholder's Lien.

COVENANTS:

In consideration of the mutual benefits accruing to the parties hereto, and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Self-Help to make the loan above referred to, it is hereby declared, understood and agreed as follows:

1. Subordination.

   a. Subordinate Lienholder hereby subordinates the Subordinate Lienholder Lien to the liens of the Self-Help Mortgages. The Self-Help Mortgages securing the Self-Help Loan, and any renewals or extensions thereof, shall unconditionally be and remain at all times liens or charges on the Property prior and superior to the Subordinate Lienholder Lien.

   b. So long as any portion of the Self-Help Loan shall remain outstanding, Owner shall not make, and Subordinated Lienholder shall not accept, any payment on the obligations secured by Subordinated Lienholder Lien unless (i) such payment or other transfer is permitted by the terms of the Self-Help Loan Documents, and (ii) no Default or Event of Default (as defined in the Self-Help Loan Documents) exists and is continuing under any Self-Help Loan document, either before or after giving effect to such payment. Upon request from Subordinated Lienholder, Self-Help shall certify to Subordinated Lienholder in writing whether a Default of Event of Default under any of the Self-Help Loan Documents has occurred.

   c. So long as any portion of the Self-Help Loan shall remain outstanding, Subordinated Lienholder shall not, without the prior written consent of Self-Help: (i) take any action against the Owner in connection with any foreclosure on collateral, if any, or any equivalent, similar, or related action seeking to enforce any remedies against any collateral, including without limitation, the Property, (ii) commence or join in the commencement of a proceeding against the Owner under any bankruptcy, insolvency, liquidation, reorganization or other similar law, or (iii) demand, accept or obtain any lien on any asset of the Borrower, other than as already in effect as of the date of this Agreement.

2. Necessary Condition. Self-Help would not make the Self-Help Loan without this Agreement.

3. Entire Agreement. This Agreement shall be the whole and only agreement among all of these parties hereto with regard to the subordination of the lien or charge of Subordinate Lienholder's Lien to the liens or charges of the Self-Help Mortgages, and shall supersede and cancel any prior agreements as to such, or any, subordination.

4. Subordinate Lienholder Consent. Subordinate Lienholder declares, agrees and acknowledges that:

a. Subordinate Lienholder intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Subordinate Lienholder's Lien in favor of the liens or charges upon the Property of the Self-Help Mortgages, and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, Self-Help is making specific loans and advances to Owner, which Owner would not make or enter into but for said reliance upon this waiver, relinquishment and subordination.

b. Subordinate Lienholder will not sell, assign, pledge, encumber or otherwise dispose of the obligations of Owner to Subordinate Lienholder that are secured by the Subordinate Lienholder Lien unless such sale, assignment, pledge, encumbrance or disposition is made expressly subject to this Agreement.

5. Modifications to Self-Help Loan. Any holder of the Self-Help Loan may at any time, and from time to time, without the consent of or notice to the Subordinate Lienholder, without incurring liability to the Subordinate Lienholder, and without impairing or releasing the obligations of the Subordinate Lienholder under this Agreement: (a) change the manner or place of payment or change the time of payment of or renew or alter the Self-Help Loan, or amend in any other manner any Self-Help Loan document; (b) exercise or refrain from exercising any rights against the Owner or any other person; (c) apply any sums by whomsoever paid or howsoever realized to the Self-Help Loan and/or any amounts due under any Self-Help Loan document, in such manner as such holder may determine or as may be required by the terms of the Self-Help Loan documents, and (d) otherwise modify, amend, renew, refinance, extend or restate the terms of the Self-Help Loan.

6. Notices. Except as otherwise expressly provided herein, all communications hereunder shall be deemed effective (a) when delivered by hand, (b) the business day following the day on which the same has been delivered prepaid or under invoice arrangement to a reputable national overnight air courier service, or (c) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case to the respective parties at the address set forth below, or at such other address as such party may specify by written notice to the other parties hereto.

Notices shall be addressed as follows:

If to the Subordinate Lienholder:
City of Waterloo
715 Mulberry Street
Waterloo, IA 50703
Attention: Community Planning & Development Director

with a copy to:
City of Waterloo
715 Mulberry Street
Waterloo, IA 50703
Attention: City Attorney

If to Self-Help Federal:
Self-Help Federal Credit Union
301 West Main Street
Durham, NC 27701
Attention: Commercial Loan Operations

with a copy to:
Self-Help Federal Credit Union
301 West Main Street
Durham, NC 27701
Attention: General Counsel

If to SHVF:	Self-Help Ventures Fund 301 West Main Street Durham, NC 27701 Attention: Commercial Loan Operations
with a copy to:	Self-Help Ventures Fund 301 West Main Street Durham, NC 27701 Attention: General Counsel
If to Owner:	Central Property Holdings, LLC 105 Arrowhead Ridge Road Denver, IA 50622 Attn: Rodney Anderson

7. Governing Law. This Agreement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Iowa.

8. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts each of which, when so executed and delivered, shall be an original, and all such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by electronic means shall be as effective as an original and shall constitute a representation that an original will be delivered promptly upon request.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Subordination Agreement pursuant to authority duly given, as of the date first above written.

SUBORDINATE LIENHOLDER:

CITY OF WATERLOO, IOWA

By:_____

Quentin Hart, Mayor

STATE OF IOWA)
) SS.
COUNTY OF BLACK HAWK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Quentin Hart, as Mayor of the City of Waterloo, Iowa, appeared before me this day in person and acknowledged that he or she signed and delivered such instrument as his or her free and voluntary act, and as his or her free and voluntary act and deed, for the uses and purposes therein set forth.
Given under my hand and official seal, this ___ day of _____, 20__.

_____
Notary Public

My Commission Expires:

[Counterpart signature page]

SELF-HELP FEDERAL:

SELF-HELP FEDERAL CREDIT UNION

By:_____
Name:_____
Title:_____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of Self-Help Federal Credit Union, a credit union chartered under the laws of the United States, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, pursuant to authority duly given by said corporation, he or she signed and delivered the instrument as such _____ _____ of said credit union, as his or her free and voluntary act, and as the free voluntary act of said credit union for the uses and purposes therein set forth.

Given under my hand and official seal, this ___ day of _____, 2022.

_____
Notary Public

Commission expires _____

[Counterpart signature page]

SHVF:

SELF-HELP VENTURES FUND

By:_____
Name:_____
Title:_____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of Self-Help Ventures Fund, a North Carolina nonprofit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, pursuant to authority duly given by said corporation, he or she signed and delivered the instrument as such _____ _____ of said corporation, as his or her free and voluntary act, and as the free voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this ___ day of _____, 2022.

_____
Notary Public

Commission expires _____

[Counterpart signature page]

OWNER:

CENTRAL PROPERTY HOLDINGS, LLC

By:_____
Name:_____
Title:_____

STATE OF IOWA)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ appeared before me this day in person and acknowledged that he or she signed and delivered such instrument as his or her free and voluntary act, and as his or her free and voluntary act and deed, for the uses and purposes therein set forth.
Given under my hand and official seal, this ___ day of _____, 20__.

_____
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

Lots 2 and 3 in Waterloo Rx First & Franklin Subdivision in the City of Waterloo, Black Hawk County, Iowa.

Parcel 2:

Lots 17 and 18, Block 64, The Cooley Addition to Waterloo, Black Hawk County, Iowa, and that part of the 20 foot alley as platted in Block 64 of Cooley Addition lying Southeasterly of a Southwesterly extension of the Northwesterly line of Lot 17 of Block 64 of Cooley Addition and lying Northwesterly of a Southwesterly extension of the Southeasterly line of Lot 18 of Block 64 of Cooley Addition, all in the City of Waterloo, Black Hawk County, Iowa.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/11/2022

ATTACHMENTS:

Description	Type
Cncl Comm Rebechini Sales Order Constr	Backup Material
Rebechini Sullivan Exhibit Production Order	Backup Material

SUBJECT:	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.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Summary Statement:	Rebechini Studios, Inc. is working with the City to create exhibit elements for the Sullivan Brothers Family Memorial at Sullivan Brothers Plaza. This agreement will allow them to manufacture the exhibit elements.

Expenditure Required/Source of Funds: Donations have been received for the Memorial construction.

CITY OF WATERLOO, IOWA

CITY CLERK AND FINANCE DEPARTMENT

715 Mulberry St. • Waterloo, IA 50703 • (319) 291-4323 Fax (319) 291-4571

KELLEY FELCHLE • *City Clerk* MICHELLE WEIDNER, CPA • *Chief Financial Officer*

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: June 20, 2022
Prepared: June 10, 2022
Dept. Head Signature: Michelle Weidner, CPA, CFO

SUBJECT: Resolution approving a sales order with Rebechini Studios, Inc. in the amount of $326,902 including a contingency allowance of $35,000 to complete the exhibit elements for the Sullivan Brothers Family Memorial.

Submitted by: Michelle Weidner, Chief Financial Officer

Recommended City Council Action: Approval.

Summary Statement: Rebechini Studios, Inc. is working with the City to create exhibit elements for the Sullivan Brothers Family Memorial at Sullivan Brothers Plaza. This agreement will allow them to manufacture the exhibit elements.

Expenditure Required: $326,902.00

Source of Funds: Donations have been received for the Memorial construction.

Rebechini Studios, Inc.
680 Fargo Avenue
Elk Grove, IL 60007-4701
Phone: 800-229-6050 Fax: 847-437-0324

Sales Order

Rep	Date	S.O. No.
Glenn	9/29/2021	22004

Name / Address	Ship To
CITY OF WATERLOO Michelle Weidner, CPA Chief Financial Officer 715 Mulberry Street Waterloo, IA 50703	

Phone # Fax # Cust. e-mail: mpurdy@vandewalle.com;dproctor@v...

P.O. No.	Terms	Due Date	Ship Via	Project
City Conucil Resloution	**SEE BELOW**	9/30/2022	INSTALLER	Sulivan Memorial 4.29.21

Ordered	Description	Unit	Total
	Phase 1 Invoiced on 8.10.2021 Invoice # 35778 Totaling $5,000.00 Phase 2 Approved by city Board 5/2022 ($45,000) Payment and performance bond added 6.10.2022		
	Below is per all drawings, conversations, and approvals received as of 6.21.21-UPDATED 9.21.2021 based on current discussions pending finalization		
0	Phase 1--- COMPLETED Exhibit Design Development Assistance Assist Eye Level Studio and ISG with the comprehensive design development of the exhibit's structure, panel configuration / attachment, and lighting Coordination of structural attachments to foundation with ISG per approved design Provide preliminary cad files and 3D modeling in AutoCad Provide preliminary structural evaluation	5,000.00	0.00
0	Phase 2----IN PROCESS Final Design and Fabrication Documentation ----- Cooridinate with Vanderwall and ISG to develop final design. Finalize structural design, panel configuration, and lighting. Finalize selection of materials, etching techniques, finish applications, fabrication and lighting specifications. Production of shop drawings / CAD drawings, and necessary engineering. Submit renderings with all above specifications, material call outs, color specifications and material samples for review and submittal to client. RSI to produce sample section of sign face with line art conversion for evaluation ~2' x 3' (this has been completed and approved)	45,000.00	0.00

Thank you for your business.

Total

Rebechini Studios, Inc.
680 Fargo Avenue
Elk Grove, IL 60007-4701
Phone: 800-229-6050 Fax: 847-437-0324

Sales Order

Rep	Date	S.O. No.
Glenn	9/29/2021	22004

Name / Address	Ship To
CITY OF WATERLOO Michelle Weidner, CPA Chief Financial Officer 715 Mulberry Street Waterloo, IA 50703	

Phone # Fax # Cust. e-mail: mpurdy@vandewalle.com;dproctor@v...

P.O. No.	Terms	Due Date	Ship Via	Project
City Conucil Resloution	**SEE BELOW**	9/30/2022	INSTALLER	Sulivan Memorial 4.29.21

Ordered	Description	Unit	Total
1	Phase 3 Fabrication of (1) 12' H pylon display, (3) 9' H pylon displays and (2) 36" welcome plaques Translate provided artwork to etch ready files Fabrication of the exhibit's structural framework Fabrication of the exhibit's panels including bending, cutting, etching, and finishing Final assembly of panels to fabricated internal structure Package structures for transportation to site TOTAL ESTIMATED COSTS PENDING FINAL APPROVED DESIGN IN PHASE 2 ABOVE-$200000.00	200,000.00	200,000.00
1	Phase 4 Installation Spring / Summer 2022 Delivery of structures to site Installation of completed structures All final structural & lighting connections on site All primary electrical to be provided by others, RSi will connect to the provided electrical within 5' of display location TOTAL ESTIMATED COSTS PENDING FINAL APPROVED DESIGN IN PHASE 2 ABOVE--$35000.00	35,000.00	35,000.00

Thank you for your business.

Total

Rebechini Studios, Inc.
680 Fargo Avenue
Elk Grove, IL 60007-4701
Phone: 800-229-6050 Fax: 847-437-0324

Sales Order

Rep	Date	S.O. No.
Glenn	9/29/2021	22004

Name / Address	Ship To
CITY OF WATERLOO Michelle Weidner, CPA Chief Financial Officer 715 Mulberry Street Waterloo, IA 50703	

Phone # Fax # Cust. e-mail: mpurdy@vandewalle.com;dproctor@v...

P.O. No.	Terms	Due Date	Ship Via	Project
City Conucil Resloution	**SEE BELOW**	9/30/2022	INSTALLER	Sulivan Memorial 4.29.21

Ordered	Description	Unit	Total
1	ADDITIONS to Phase 3 & Phase 4, Since preliminary budget review of 8.10.2021- Conversion of file photos to Artistic hand renderings and line art suitable for the etching process- this also includes the sample image for approval-($36,000) Addition of Elllipsoidal light projector into the top of the 3rd monument, this includes modifications to the pylon structure, Projector unit, GOBO Lens, internal wiring etc for proper functionality- ($6260) Addition of Amber (suggested) or White LED halo illumination behind the front and rear panels on each monument- ($7800.00)--This is an option that was discussed, so I have included it in projected costs TOTAL ESTIMATED COSTS PENDING FINAL APPROVED DESIGN IN PHASE 2 ABOVE--$50600.00	50,060.00	50,060.00
1	Contingency as per request-- This would cover everything unless there would be major changes…..in which case you would be notified that the contingency was exceeded and a change order would be required for any balance beyond the contingency amount. TOTAL ESTIMATED COSTS PENDING FINAL APPROVED DESIGN IN PHASE 2 ABOVE--$35,000.00	35,000.00	35,000.00
1	Cost for payment and performance bond as per request from the City of Waterloo Project to be paid in Phases as outlined above and will require a payments on each stage of 33% upon release, 33% at substantial completion and 33% when completed.	6,842.00	6,842.00

Thank you for your business.

Total $326,902.00

CITY OF WATERLOO

Council Communication

An ordinance amending the Rental Housing Program.

City Council Meeting: 6/20/2022
Prepared: 6/8/2022

ATTACHMENTS:

	Description	Type
🗋	Ordinance - Red line	Backup Material
🗋	Ordinance as proposed	Backup Material

SUBJECT:	Motion to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances by repealing Title 9, Building Regulations, Chapter 7, Rental Housing, and enacting in lieu thereof a new Title 9, Building Regulations, Chapter 7, Rental Housing. Motion to suspend the rules. Motion to receive, file, consider, and pass for the second and third times and adopt said ordinance.
Submitted by:	Submitted By: Martin M. Petersen, City Attorney
Recommended Action:	Approval.

TITLE 9 BUILDING REGULATIONS
CHAPTER 7 RENTAL HOUSING

SECTION

9-7-1: TITLE
9-7-2: PURPOSE
9-7-3: DEFINITIONS
9-7-4: LANDLORD LICENSE REQUIREMENT
9-7-4: ~~RENTAL REGISTRATION~~RENTAL UNIT PERMIT
9-7-5: DENIAL, SUSPENSION, REVOCATION OR NONRENEWAL
9-7-6: INSPECTIONS REQUIRED
9-7-7: ~~CRIME FREE LEASE ADDENDUM~~DEFENSE IN EQUITY
9-7-8: OWNER AND TENANT RESPONSIBILITIES
9-7-9: HOUSING APPEALS BOARD
9-7-10: APPEALS
9-7-11: VIOLATION; PENALTY
9-7-12: SEVERABILITY:

9-7-1: TITLE:

This chapter shall be known as the WATERLOO RENTAL HOUSING CODE and ~~will~~ shall be cited as the rental housing code. (Ord. 5202, 2-24-2014)

9-7-2: PURPOSE:

The purpose of this code is to provide minimum standards to safeguard life, limb, health, property and public welfare by regulating and controlling the use, occupancy, location and maintenance of all residential buildings and structures for rental within this jurisdiction, and to establish a program of regular rental inspections. (Ord. 5202, 2-24-2014)

9-7-3: DEFINITIONS:

When used in this chapter, the following terms and words shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

DWELLING: Any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a place for human residence, including sleeping quarters and bathroom or kitchen facilities. A dwelling includes but is not limited to a duplex, multiple dwelling, condominium, dwelling unit, rooming unit, trailers, mobile homes or sleeping units.

LANDLORD: The owner of a rental unit. Landlord is also referred to in this chapter as owner, operator, licensee and applicant.

LICENSING OFFICER: The Waterloo city clerk ~~and his or her~~or designee(s).

RENT: Payment of money, goods, labor, service, use, utilities, or other benefit to the property owner, for the utilization of a rental unit as a dwelling.

RENTAL UNIT: Any dwelling or portion thereof~~, duplex, multiple dwelling, condominium, dwelling unit, rooming unit, trailers, mobile homes or sleeping unit~~ which is not eligible for the Iowa homestead credit for property tax purposes.~~, or single dwelling portions of a duplex or multiple dwelling that are~~ and is not the domicile of the owner of the property. ~~not occupied by the owner of the property, and which requires a payment in money or services to be made to the owner for the possession or use thereof.~~

RENTAL UNIT PERMIT: A document issued by the City of Waterloo which grants the property owner or responsible local agent the ability to rent the rental unit to an individual and shows that

the rental unit for which it was issued was in compliance with the applicable provisions of this chapter at the time of issuance.

RESPONSIBLE LOCAL AGENT: A designated agent of a landlord, including a property ~~who~~manager, who is responsible for fulfilling the landlord's duties with regard to landlord's rental units. Also referred to herein as an agent. (Ord. 5202, 2-24-2014)

9-7-4: LANDLORD LICENSE REQUIREMENT:

A. License Required: No person shall lease, rent, or otherwise allow a rental unit to be occupied without a current landlord license obtained from the city clerk under the provisions of this chapter.

B. Registration: In order to be granted a landlord license an applicant must register all rental unit(s) for which the applicant is the owner or responsible local agent by completing and filing a rental permit registration form with the city clerk, as provided in this chapter, and paying all fees required by this code.

C. Requirements: The requirements to receive a landlord license include the following:

1. All requirements of Section 9-7-7 of this Chapter pertaining to inspections have been met;

2. All fees for the registration of the rental unit(s) and license have been paid in full;

3. All judgments of any nature in the city's favor and against the applicant have been paid in full;

4. The applicant has provided the licensing officer the name(s), address and telephone number(s) of the individual(s) responsible for the maintenance and management of the registered premises;

5. All requirements of Chapter 1, Article B of this chapter are met on all rental properties owned by the landlord.

D. Issuance Of License: If the licensing officer concludes as a result of the information contained in the application that the requirements for a landlord license have been met, then the licensing officer shall issue the landlord license, otherwise the licensing officer shall issue a notice of denial.

E. License Term: A landlord license shall be valid for no more than one calendar year. The licensing official shall have the authority to determine whether all licenses shall expire one calendar year from the date of issuance, on December 31 of each year, or upon suspension or revocation of the license. ~~A landlord license shall be valid for no more than one year. All licenses shall expire on December 31 of each year. The landlord or responsible local agent shall reapply for a license no later than November 1.~~

F. Fees: A landlord license shall be issued to a landlord at no cost provided the landlord acquires a permit for all rental units. Failure to obtain a rental unit permit for all rental units shall result in a one hundred dollar ($100) fee.~~A landlord license fee and renewal fees shall be established by resolution of the city council. (Ord. 5202, 2-24-2014)~~

9-7-5: ~~RENTAL REGISTRATION~~RENTAL UNIT PERMIT:

A. Required: No ~~person~~ landlord, property manager, or responsible local agent shall lease, rent, or otherwise allow a rental unit within the city to be occupied without first obtaining or renewing a ~~rental registration~~rental unit permit from the city and designating a responsible local agent. All

rental units must be registered annually as required by this chapter. Registration shall be required regardless of whether the unit is occupied by a tenant.

1. Registration Forms: Application for registration shall be made upon ~~current~~ forms furnished by the city and shall, at minimum, require all of the following information:

a. The name of the apartment house or complex, if any;

b. The street address and ~~block and lot~~ unit number, if applicable, of the rental unit(s);

~~c. The year originally built or replaced;~~

~~d~~c. The number and types of rental units within the ~~rental property~~dwelling;

~~e. The number of bedrooms and bathrooms in each unit;~~

~~f. The maximum number of tenants permitted for each rental unit in accordance with the adopted international property maintenance code or other applicable codes;~~

~~g. The name, address, telephone number, e-mail address, mobile telephone number, and facsimile number, of the person or agent authorized to collect rent from the tenants;~~

~~h~~d. ~~The name and contact information for the person who is responsible for yard maintenance and trash collection, and indication of whether such person is landlord, agent, or tenant;~~Whether the landlord, agent, or tenant is responsible for yard maintenance and trash collection;

~~i. A copy of a current valid inspection certificate for the property shall be provided with the application, but shall not be necessary in the event of a first time application.~~

~~j~~e. Multi-unit housing~~.~~: All rental units contained within a multi- unit dwelling or building may be registered on one registration form by listing individual addresses if all other required information is the same~~.~~;

~~k~~f. Represent that the landlord has insurance in effect that insures each rental unit, and the larger building of which it may be a part, against damage to the premises, with coverage in an amount sufficient to repair damages and render the premises habitable within ninety (90) days. Landlord shall promptly provide proof of such insurance to the city clerk upon request.

2. Payment Of Fees: The landlord shall have all outstanding fees, charges, and assessments owed to the city of Waterloo paid in full before issuance of any ~~rental registration~~rental unit permit, except for such fees, charges or assessments which may be the subject of an active appeal.

B. Accurate And Complete Information: All information provided on the registration form must be accurate and complete. No person shall provide inaccurate information for the registration of a rental unit. No person shall file an incomplete registration application. Failure to provide the information required for such registration shall be grounds for denial or nonrenewal. The licensing officer shall charge a twenty dollar ($20.00) administrative fee to any application filed with incomplete information. The landlord or the designated responsible local agent shall sign the registration form, certifying to the accuracy and completeness of the information provided. When the owner is not a natural person, the owner information shall be that of the president, general manager or other chief executive of the organization. ~~When more than one person has an~~

~~ownership interest, the required information shall be provided on the registration form for each owner with a twenty five percent (25%) or greater interest.~~

C. Change In Registration Information Or Transfer Of Property:

1. Whenever there is a change in the information required for a permit, the landlord or responsible local agent must be reregistered within thirty (30) calendar days after any change occurs and either the permit shall be amended or a new permit shall be issued. A fee shall not be charged if registration occurs within thirty (30) calendar days of the change.

2. If the rental unit is sold, assigned, or otherwise transferred, the rental unit must be reregistered within thirty (30) calendar days. A fee shall not be charged if sale, assignment, or transfer occurs prior to the expiration date of the current permit and registration is completed within thirty (30) calendar days.

3. The landlord shall notify the city clerk's office of any change in the designation of the responsible local agent including a change in name, address, e-mail address, telephone number, mobile telephone number or facsimile number of the designated registered local agent within thirty (30) calendar days of the change.

4. The landlord or responsible local agent shall notify the building official of a change in the functional design characteristics of the rental unit or the maximum number of tenants permitted for each rental unit as regulated by adopted building and life safety codes. Any such change shall require appropriate inspections and issuance of a new certificate of compliance.

D. ~~Registration~~Rental Unit Permit Term, Fee, ~~And~~ and Renewals:

1. Permit Term: A ~~rental registration~~rental unit permit shall be valid for no more than one calendar year. The licensing official shall have the authority to determine whether ~~A~~all permits shall expire one calendar year from the date of issuance, on December 31 of each year, or upon suspension or revocation of the permit or the landlord license of the property owner. The landlord or responsible local agent shall reregister each rental unit with the city no later than ~~November 1~~sixty (60) days prior to expiration of the permit.

2. Permit Fee: The fee for obtaining a Rental Unit Permit shall be twenty-five dollars ($25.00) per year.

~~2~~3. Failure To Register: Failure to register rental units by the deadline shall result in the assessment of a double registration fee.

~~3~~4. Expedited Renewal: Annual renewal of rental unit registrations may be expedited by requesting and submitting a city provided affidavit form that affirms there are no changes to the previous year's registration information. The landlord or responsible local agent must review this information prior to submitting the renewal affidavit.

~~4~~5. Responsible Local Agent: The responsible local agent shall be responsible for all of the following:

a. Operating the registered rental unit in compliance with all applicable city ordinances;

b. Providing escorted access to the rental unit for the purpose of making any and all inspections necessary to ensure compliance with applicable city ordinances;

c. Maintaining a list of the names and number of occupants of each rental unit for which he or she is responsible ~~and providing crime free lease addendum documentation upon request per incident~~;

d. Accepting all legal notices or services of process under this chapter with respect to the rental unit. (Ord. 5202, 2-24-2014)

9-7-6: DENIAL, SUSPENSION, REVOCATION OR NONRENEWAL:

A. Grounds: The licensing officer or building official may revoke, suspend, deny or decline to renew any landlord license issued under section 9-7-4 of this chapter or any ~~rental registration~~rental unit permit issued under section 9-7-5 of this chapter for any of the following grounds:

1. False statements on any application or other information or report required by this section to be given by the applicant or licensee.

2. Failure to pay any application, penalty, reinspection or reinstatement fee required by this chapter or city council resolution.

3. Failure to correct deficiencies noted in notices of violation within the time specified in the notice.

4. Failure to comply with the provisions of a mitigation or remediation plan approved by the building official or designee.

5. Failure to comply with the provisions of title VIII of the Fair Housing Act of 1968 (as amended).

6. Zoning: It shall be unlawful to make alterations and conversions of any residential use as specified in Sections 10-8-1(A)(1) and 10-10-1(A)(1) of Ordinance No. 5079, City of Waterloo Zoning Ordinance, without approval by the Board of Adjustment after recommendation of the Planning, Programming, and Zoning Commission.

~~6. Allowing rental units to be occupied after the tenant has violated the crime free lease addendum required by section 9-7-8 of this chapter and failing to take reasonable and effective remedial action when such violative conduct occurs.~~

~~7. Failure to implement the crime free lease addendum required by section 9-7-8 of this chapter on all new and renewal lease agreements.~~

~~8~~7. Failure to provide proof of the insurance referred to in subsection 9-7-5A of this chapter upon request of the city clerk.

~~9~~8. Designation of a rental unit or the larger structure of which it is a part as an unsafe structure by the building official or his designee.

9. Failure to file a complete application.

10. Any conviction under 9-7-9.

11. Conviction of three (3) or more property related municipal infractions by the landlord, property manager, or responsible local agent in one (1) year period.

~~B. Limited Defense To Adverse Action: It shall be a defense to enforcement action based on tenant violation of a crime free lease addendum if the landlord or its responsible local agent has undertaken each of the following actions:~~

~~1. Reported the violation to city police.~~

~~2. Evicted or attempted to evict the tenant by lawful means.~~

~~3. In the instance of a first offense, undertaken with diligence reasonable means to avoid a recurrence of violations on the premises by present or future tenants or occupants.~~

~~C~~B. Notice Of Decision: A decision to deny, suspend, revoke or not renew a license or permit shall be in writing, delivered by ordinary mail to the address indicated on the application or license, and shall specify reasons for the action.

~~D~~C. Effect Of Decision: Upon decision to deny, suspend, revoke or not renew a ~~license or~~ rental unit permit, no new application for a ~~landlord license or a rental registration~~rental unit permit ~~from the applicant or licensee~~ for the same rental unit or multi-unit building ~~will~~ shall be accepted for a period of six (6) months from the date of the decision. After the six (6) month period has expired, the landlord may reapply for a ~~license or~~ rental unit permit, but approval is not automatic depending on the specific facts of the case. Further action adverse to the landlord or responsible local agent is appealable under this chapter. No rent may be collected for any rental unit not covered by a valid, current rental unit permit in accordance with Subsection D of this Section. Until such ~~license or~~ rental unit permit is issued, reissued or reinstated, no new rental contracts may be entered into and rent may not be collected by the landlord or its local responsible agent for any of such landlord's rental properties, but existing rental contracts may be extended or renewed on the same terms and rent owed may be collected.~~may be extended or renewed on the same terms.~~

D. Rent Abatement: No rent may be collected for any rental unit not covered by a valid, current rental unit permit. The licensing officer may order rent abated when it is determined that the owner has, after issuance of a notice of violation of this chapter:

1. Failed to provide an essential service (water, sewer, electricity, heat);

2. Failed to remedy a condition that poses a substantial risk to the health or safety of the tenant, unless the tenant's or the tenant's guests acts or omissions caused said condition; or

3. Allowed an individual to live in a rental unit that does not have a valid rental permit.

Rent abatement means that the owner may not recover rent from the tenant. Rent shall be abated until the condition for which rent abatement was ordered has been remedied. A copy of the rent abatement order shall be given to the owner at the address on the rental permit and to the tenant by U.S. mail and by posting on the entrance door to dwelling unit. Notice of termination of the rent abatement order will be given in the same manner.

~~E~~E. Appeals: ~~No landlord license or rental registration permit may be finally denied, suspended, revoked or not renewed without notice and an opportunity for the applicant or holder of the license or permit to be heard.~~A landlord, property manager, or responsible local agent may appeal the decision of the licensing official to abate, deny, suspend, revoke, or not renew a rental unit permit. The applicant or holder of the license or permit may appeal the decision to the housing appeals board as provided in section 9-7-11 of this chapter.

F. Order Of Precedence To Deny, Suspend, Revoke Or Not Renew A Landlord License Or Rental ~~Registration~~ Unit Permit:

1. First course of action: Rental unit ~~registration~~permit(s) shall be denied, suspended, revoked or not renewed if an owner allows a specific property or properties to remain in violation of this chapter or otherwise in an illegal condition or status and has failed to take responsible, reasonable and verifiable actions on a timely basis to remedy the violation(s).

2. Second course of action: Landlord license shall be denied, suspended, revoked or not renewed if an owner allows repeated violations to occur and continues to allow rental unit(s) to remain in violation of this chapter or otherwise in an illegal condition or status and has failed to take responsible, reasonable and verifiable actions on a timely basis to remedy the violation(s). (Ord. 5202, 2-24-2014)

9-7-7: INSPECTIONS REQUIRED:

A. Rental Properties: Regular inspection on all residential rental property, including mobile homes, shall be made once every three (3) years for compliance with the building code, property maintenance code, other applicable codes, and this chapter. In addition to said codes and this chapter, the housing quality standards promulgated by the United States Department of Housing and Urban Development for use in assisted housing programs ~~will~~ shall govern to the extent not superseded by more stringent requirements of said codes and this chapter. Inspections of all properties ~~will~~ shall also be made at any time upon receipt of a complaint or request by a tenant or owner. Any rental structure receiving two (2) complaints regarding substantiated violations during any twelve (12) month period shall be put on an annual inspection schedule for three (3) years following the last substantiated complaint.

B. Regular Inspections: Inspections shall be made with notice to the owner, or its responsible local agent if any, and occupant at least ~~ten (10)~~five (5) days prior to the inspection being made. Inspection shall be made of each rental unit and of all common space or areas under the owner's control.

C. Certificate of Inspection:

1. No person shall rent, lease or cause to be occupied any rental unit that does not possess a certificate of inspection issued under this code. Any landlord or responsible local agent registering a rental unit for the first time must have a rental inspection completed prior to renting a rental unit and prior to receiving a rental unit permit.~~This section shall not be operable until such unit has come under the provisions of this section.~~

2. After passing inspection, a rental unit governed by this chapter shall be issued a certificate of inspection.

3. The landlord, property manager, or its responsible local agent if any, and occupants of rental units inspected under this chapter shall be furnished with a list of any violations and shall be advised specifically of any violations which may cause an immediate hazard to the health or safety of an occupant, with a specific time limit set for correction of the violations.

4. A Certificate of inspection shall in no way signify or imply that the premises for which it is issued is in conformance or compliance with all portions of the City of Waterloo City Code, or the laws of Black Hawk County or the State of Iowa. The City of Waterloo shall maintain no liability in regard to the Certificate of Compliance.

D. Inspection Fees: All inspection and reinspection fees shall be paid by the owner or responsible local agent prior to the issuance of a certificate of inspection. Any inspection fee not paid within thirty (30) days shall be deemed a violation of this section. Fees shall be as follows:

1. A reinspection fee of fifty dollars ($50.00) per unit if not in compliance ~~will~~ shall be charged for ~~each~~ the first reinspection. A reinspection fee of one hundred and fifty dollars ($150.00) shall be charged for the second reinspection. A reinspection fee of two hundred and fifty dollars ($250.00) shall be charged for the third reinspection.

2. A fee of ~~fifty dollars ($50.00)~~one hundred ($100.00) ~~will~~ shall be charged for all scheduled inspections where an appointment is not kept and the owner, local responsible agent or occupant did not ~~make an attempt to contact the city~~provide notice to cancel the inspection within twenty-four (24) hours of the appointment. (Ord. 5202, 2-24-2014)

E. Lead Based Paint: Every owner or operator of a dwelling unit or rooming unit being let for rent and/or occupancy shall certify that the dwelling is in accordance with HUD lead based paint regulations, 24 CFR, part 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act, as amended.

9-7-8: ~~CRIME FREE LEASE ADDENDUM~~DEFENSE IN EQUITY:

It is declared to be against the public policy of the City of Waterloo for a landlord or their agent to commence equitable proceedings pursuant to Iowa Code Chapter 648 without first being licensed and registered by the City of Waterloo pursuant to this Chapter. It is further declared to be the public policy of the City of Waterloo that tenants be afforded the benefit of the equitable doctrine of clean hands in any action filed pursuant to Iowa Code Chapter 648.

~~A. All rental agreements commencing or renewed after the effective date hereof, whether written or oral, concerning rental units that are subject of this chapter shall include a crime free lease addendum, in form and substance acceptable to the city and adopted by resolution of the city council. As a condition of any landlord license granted hereunder, the licensee shall produce any rental agreements as may be requested by the city to determine compliance with this requirement.~~

~~B. Failure of the landlord to produce the crime free lease addendum upon request by the city shall be a violation of this chapter. (Ord. 5202, 2-24-2014)~~

9-7-9: OWNER AND TENANT RESPONSIBILITIES:

A. Landlord: Every landlord or its agent, in addition to being responsible for maintaining each rental unit in a sound structural condition, shall be responsible for keeping that part of the building or premises which it controls in a clean, sanitary and safe condition, including the shared or public areas in a building containing two (2) or more rental units. In addition, every landlord or its agent shall comply with the provisions of title 5, chapter 3, article B of this code, granting housing protections to victims of domestic violence.

B. Tenant To Maintain Rental Unit: The tenant shall comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety. (Ord. 5202, 2-24-2014)

C. In every rental agreement entered into after the effective date of this Ordinance, the following obligation shall be imposed upon the landlord:

1. The landlord shall provide tenant with a summary of rights pursuant Iowa Code Chapter 562A.

9-7-10: HOUSING APPEALS BOARD:

The housing appeals board shall consist of five (5) members, three (3) of whom shall constitute a quorum. All appointments shall be for a term of three (3) years. The board shall consist of a home builder, a tenant, a landlord and two (2) members at large. Each board member shall be a resident of the city of Waterloo or shall have his or her principal place of employment in the city of Waterloo. No member of said board shall serve more than two (2) consecutive terms and shall not be reappointed to a third term unless said member has not served on any board or commission of the city for a minimum of one year before reappointment to any board or commission; provided, however, that a third term may be approved upon extraordinary circumstances and/or unavailability of applicants as determined by the mayor. (Ord. 5202, 2-24-2014)

9-7-11: APPEALS:

A. Right Of Appeal: A person aggrieved by a decision of the licensing officer or the building official may file a written appeal with the city clerk within fourteen (14) days of the postmarked date of the notice of decision. An administrative fee of fifty dollars ($50.00) must be paid when

the appeal is filed. Failure to file the appeal and pay the administrative fee within said fourteen (14) days shall constitute a waiver of the right to a hearing, and the decision shall thereupon become final.

B. Scheduling And Noticing Appeal For Hearing: As soon as practicable after receiving the written appeal the housing appeals board shall fix a date, time, and place for the hearing of the appeal by the board. Such date shall be not less than ten (10) days nor more than sixty (60) days from the date the appeal was filed with the city clerk and the administrative fee paid. Written notice of the time and place of the hearing shall be given at least ten (10) days before the date of the hearing to each appellant by the city clerk either by delivering a copy of such notice to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at his or her address shown on the appeal. The hearing shall be scheduled for no more than thirty (30) minutes in length, or such additional time as the board in its discretion may deem necessary. If the appellant desires additional time, he or she must make application to the board at least seven (7) days before the hearing date.

C. Conduct Of Hearing: At the appeal hearing the appellant shall have an opportunity to be heard and to show cause as to why such decision should be modified, extended, or overturned, or why a variance should be granted. Only those matters or issues specifically raised by the appellant shall be considered in the hearing of the appeal. The appeal hearing shall be simple and informal, without regard to technicalities of procedure or rules regarding admissibility of evidence. The board may consider any evidence it considers credible, including testimony of city employees, written summaries and other secondary sources, and give such weight to the evidence as it considers warranted. After such hearing the board, by a majority vote, may sustain, modify, extend or revoke a decision or grant or deny a variance. Such determination shall be contained in a written decision and shall be filed with the city clerk within ten (10) days after the hearing, or any continued session thereof.

D. Variances Or Extensions: The board, by majority vote, may grant variances or extensions of time to take corrective action. In the event that an extension or variance is granted, the board shall observe the following conditions:

1. In lieu of or in addition to administrative extensions, the board may grant an extension or extensions of time for compliance with any order or notice provided that the board makes specific findings of fact based on evidence relating to the following:

a. That there are practical difficulties or unnecessary hardships in carrying out the strict letter of any notice or order; and

b. That such an extension is in harmony with the general purpose and intent of this chapter in securing the public health, safety and general welfare.

2. Except under extraordinary circumstances, the extension or sum of extensions shall not exceed nine (9) months.

3. The board may grant a variance in a specific case and from a specific provision of this chapter subject to appropriate conditions; and provided the board makes specific findings of fact based on evidence presented on the record as a whole, and related to the following:

a. That there are practical difficulties or unnecessary hardships in carrying out a strict letter of any notice or order; and

b. That due to the particular circumstances presented, the effect of the application of the provisions would be arbitrary in the specific case; and

c. That an extension would not constitute an appropriate remedy for these practical difficulties or unnecessary hardships in this arbitrary effect; and

d. That such variance is in harmony with the general purpose and intent of this chapter in securing the public health, safety and general welfare.

E. Staying Of Order Under Appeal: Enforcement of any notice issued under this chapter shall be stayed during the pendency of a timely and properly perfected appeal therefrom. (Ord. 5202, 2-24-2014)

9-7-~~12~~11: VIOLATION; PENALTY:

A. Violation: ~~Except as set forth in subsection C of this section, any~~ Any ~~person~~ landlord, property manager, or responsible local agent who violates the requirements of this chapter shall be guilty of a municipal infraction, subject to prosecution and penalty in accordance with section 1-3-2 of this code and further actions to deny, suspend, revoke or not renew a landlord ~~license~~ license or ~~and/or rental registration~~rental unit permit as prescribed in this chapter. The provisions of this chapter shall apply to all landlords, property managers, and responsible local agents whether or not they have obtained a rental unit permit.

B. Correction: Violation correction procedures as prescribed in sections 106 and 107 of the adopted International Property Maintenance Code shall be followed unless otherwise amended by this or other provisions of this code.

~~C. Crime Free Lease Addendum: The penalty for violation of section 9-7-8 of this chapter shall be as follows:~~

~~First offense~~	~~$100.00~~
~~Second offense~~	~~200.00~~
~~Third and subsequent~~	~~500.00 each~~

~~D~~C. Injunction: It shall be unlawful for any person to violate, or fail to comply with, any of the requirements of this chapter. If a person has violated, or continues to violate, the provisions of this chapter, the city ~~clerk~~ attorney may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation. (Ord. 5202, 2-24-2014)

9-7-12: SEVERABILITY:

If any section, provision or part of this chapter shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of this chapter as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

ORDINANCE NO. XXXX

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 IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA AS FOLLOWS:

Section 1. That Title 9, Building Regulations, Chapter 7, Rental Housing is hereby repealed and a new Title 9, Building Regulations, Chapter 7, Rental Housing is enacted in lieu thereof as follows:

CHAPTER 7 RENTAL HOUSING

SECTION
9-7-1: TITLE
9-7-2: PURPOSE
9-7-3: DEFINITIONS
9-7-4: LANDLORD LICENSE REQUIREMENT
9-7-4: RENTAL UNIT PERMIT
9-7-5: DENIAL, SUSPENSION, REVOCATION OR NONRENEWAL
9-7-6: INSPECTIONS REQUIRED
9-7-7: DEFENSE IN EQUITY
9-7-8: OWNER AND TENANT RESPONSIBILITIES
9-7-9: HOUSING APPEALS BOARD
9-7-10: APPEALS
9-7-11: VIOLATION; PENALTY
9-7-12: SEVERABILITY:

9-7-1: TITLE:

This chapter shall be known as the WATERLOO RENTAL HOUSING CODE and shall be cited as the rental housing code.

9-7-2: PURPOSE:

The purpose of this code is to provide minimum standards to safeguard life, limb, health, property and public welfare by regulating and controlling the use, occupancy, location and maintenance of all residential buildings and structures for rental within this jurisdiction, and to establish a program of regular rental inspections.

9-7-3: DEFINITIONS:

When used in this chapter, the following terms and words shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

DWELLING: Any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a place for human residence, including sleeping quarters and bathroom or kitchen facilities. A dwelling includes but is not limited to a duplex, multiple dwelling, condominium, dwelling unit, rooming unit, trailers, mobile homes or sleeping units.

LANDLORD: The owner of a rental unit. Landlord is also referred to in this chapter as owner, operator, licensee and applicant.

LICENSING OFFICER: The Waterloo city clerk or designee(s).

RENT: Payment of money, goods, labor, service, use, utilities, or other benefit to the property owner, for the utilization of a rental unit as a dwelling.

RENTAL UNIT: Any dwelling or portion thereof which is not eligible for the Iowa homestead credit for property tax purposes, and is not the domicile of the owner of the property.

RESPONSIBLE LOCAL AGENT: A designated agent of a landlord, including a property manager, who is responsible for fulfilling the landlord's duties with regard to landlord's rental units. Also referred to herein as an agent.

9-7-4: LANDLORD LICENSE REQUIREMENT:

A. License Required: No person shall lease, rent, or otherwise allow a rental unit to be occupied without a current landlord license obtained from the city clerk under the provisions of this chapter.

B. Registration: In order to be granted a landlord license an applicant must register all rental unit(s) for which the applicant is the owner or responsible local agent by completing and filing a rental permit registration form with the city clerk, as provided in this chapter, and paying all fees required by this code.

C. Requirements: The requirements to receive a landlord license include the following:

1. All requirements of Section 9-7-7 of this Chapter pertaining to inspections have been met;

2. All fees for the registration of the rental unit(s) and license have been paid in full;

3. All judgments of any nature in the city's favor and against the applicant have been paid in full;

4. The applicant has provided the licensing officer the name(s), address and telephone number(s) of the individual(s) responsible for the maintenance and management of the registered premises;

5. All requirements of Chapter 1, Article B of this chapter are met on all rental properties owned by the landlord.

D. Issuance Of License: If the licensing officer concludes as a result of the information contained in the application that the requirements for a landlord license have been met, then the licensing officer shall issue the landlord license, otherwise the licensing officer shall issue a notice of denial.

E. License Term: A landlord license shall be valid for no more than one calendar year. The licensing official shall have the authority to determine whether all licenses shall expire one calendar year from the date of issuance, on December 31 of each year, or upon suspension or revocation of the license.

F. Fees: A landlord license shall be issued to a landlord at no cost provided the landlord acquires a permit for all rental units. Failure to obtain a rental unit permit for all rental units shall result in a one hundred dollar ($100) fee.

9-7-5: RENTAL UNIT PERMIT:

A. Required: No landlord, property manager, or responsible local agent shall lease, rent, or otherwise allow a rental unit within the city to be occupied without first obtaining or renewing a rental unit permit from the city and designating a responsible local agent. All rental units must be registered annually as required by this chapter. Registration shall be required regardless of whether the unit is occupied by a tenant.

1. Registration Forms: Application for registration shall be made upon forms furnished by the city and shall, at minimum, require all of the following information:

a. The name of the apartment house or complex, if any;

b. The street address and unit number, if applicable, of the rental unit(s);

c. The number and types of rental units within the dwelling;

d. Whether the landlord, agent, or tenant is responsible for yard maintenance and trash collection;

e. Multi-unit housing: All rental units contained within a multi- unit dwelling or building may be registered on one registration form by listing individual addresses if all other required information is the same;

f. Represent that the landlord has insurance in effect that insures each rental unit, and the larger building of which it may be a part, against damage to the premises, with coverage in an amount sufficient to repair damages and render the premises habitable within ninety (90) days. Landlord shall promptly provide proof of such insurance to the city clerk upon request.

2. Payment Of Fees: The landlord shall have all outstanding fees, charges, and assessments owed to the city of Waterloo paid in full before issuance of any rental unit permit, except for such fees, charges or assessments which may be the subject of an active appeal.

B. Accurate And Complete Information: All information provided on the registration form must be accurate and complete. No person shall provide inaccurate information for the registration of a rental unit. No person shall file an incomplete registration application. Failure to provide the information required for such registration shall be grounds for denial or nonrenewal. The licensing officer shall charge a twenty dollar ($20.00) administrative fee to any application filed with incomplete information. The landlord or the designated responsible local agent shall sign the registration form, certifying to the accuracy and completeness of the information provided. When the owner is not a natural person, the owner information shall be that of the president, general manager or other chief executive of the organization.

C. Change In Registration Information Or Transfer Of Property:

1. Whenever there is a change in the information required for a permit, the landlord or responsible local agent must be reregistered within thirty (30) calendar days after any change occurs and either the permit shall be amended or a new permit shall be issued. A fee shall not be charged if registration occurs within thirty (30) calendar days of the change.

2. If the rental unit is sold, assigned, or otherwise transferred, the rental unit must be reregistered within thirty (30) calendar days. A fee shall not be charged if sale, assignment, or transfer occurs prior to the expiration date of the current permit and registration is completed within thirty (30) calendar days.

3. The landlord shall notify the city clerk's office of any change in the designation of the responsible local agent including a change in name, address, e-mail address, telephone

number, mobile telephone number or facsimile number of the designated registered local agent within thirty (30) calendar days of the change.

4. The landlord or responsible local agent shall notify the building official of a change in the functional design characteristics of the rental unit or the maximum number of tenants permitted for each rental unit as regulated by adopted building and life safety codes. Any such change shall require appropriate inspections and issuance of a new certificate of compliance.

D. Rental Unit Permit Term, Fee, and Renewals:

1. Permit Term: A rental unit permit shall be valid for no more than one calendar year. The licensing official shall have the authority to determine whether all permits shall expire one calendar year from the date of issuance, on December 31 of each year, or upon suspension or revocation of the permit or the landlord license of the property owner. The landlord or responsible local agent shall reregister each rental unit with the city no later than sixty (60) days prior to expiration of the permit.

2. Permit Fee: The fee for obtaining a Rental Unit Permit shall be twenty-five dollars ($25.00) per year.

3. Failure To Register: Failure to register rental units by the deadline shall result in the assessment of a double registration fee.

4. Expedited Renewal: Annual renewal of rental unit registrations may be expedited by requesting and submitting a city provided affidavit form that affirms there are no changes to the previous year's registration information. The landlord or responsible local agent must review this information prior to submitting the renewal affidavit.

5. Responsible Local Agent: The responsible local agent shall be responsible for all of the following:

a. Operating the registered rental unit in compliance with all applicable city ordinances;

b. Providing escorted access to the rental unit for the purpose of making any and all inspections necessary to ensure compliance with applicable city ordinances;

c. Maintaining a list of the names and number of occupants of each rental unit for which he or she is responsible;

d. Accepting all legal notices or services of process under this chapter with respect to the rental unit.

9-7-6: DENIAL, SUSPENSION, REVOCATION OR NONRENEWAL:

A. Grounds: The licensing officer or building official may revoke, suspend, deny or decline to renew any landlord license issued under section 9-7-4 of this chapter or any rental unit permit issued under section 9-7-5 of this chapter for any of the following grounds:

1. False statements on any application or other information or report required by this section to be given by the applicant or licensee.

2. Failure to pay any application, penalty, reinspection or reinstatement fee required by this chapter or city council resolution.

3. Failure to correct deficiencies noted in notices of violation within the time specified in the notice.

4. Failure to comply with the provisions of a mitigation or remediation plan approved by the building official or designee.

5. Failure to comply with the provisions of title VIII of the Fair Housing Act of 1968 (as amended).

6. Zoning: It shall be unlawful to make alterations and conversions of any residential use as specified in Sections 10-8-1(A)(1) and 10-10-1(A)(1) of Ordinance No. 5079, City of Waterloo Zoning Ordinance, without approval by the Board of Adjustment after recommendation of the Planning, Programming, and Zoning Commission.

7. Failure to provide proof of the insurance referred to in subsection 9-7-5A of this chapter upon request of the city clerk.

8. Designation of a rental unit or the larger structure of which it is a part as an unsafe structure by the building official or his designee.

9. Failure to file a complete application.

10. Any conviction under 9-7-9.

11. Conviction of three (3) or more property related municipal infractions by the landlord, property manager, or responsible local agent in one (1) year period.

B. Notice Of Decision: A decision to deny, suspend, revoke or not renew a license or permit shall be in writing, delivered by ordinary mail to the address indicated on the application or license, and shall specify reasons for the action.

C. Effect Of Decision: Upon decision to deny, suspend, revoke or not renew a rental unit permit, no new application for a rental unit permit for the same rental unit or multi-unit building shall be accepted for a period of six (6) months from the date of the decision. After the six (6) month period has expired, the landlord may reapply for a rental unit permit, but approval is not automatic depending on the specific facts of the case. Further action adverse to the landlord or responsible local agent is appealable under this chapter. No rent may be collected for any rental unit not covered by a valid, current rental unit permit in accordance with Subsection D of this Section. Until such rental unit permit is issued, reissued or reinstated, no new rental contracts may be entered into and rent may not be collected by the landlord or its local responsible agent for any of such landlord's rental properties, but existing rental contracts may be extended or renewed on the same terms and rent owed may be collected.

D. Rent Abatement: No rent may be collected for any rental unit not covered by a valid, current rental unit permit. The licensing officer may order rent abated when it is determined that the owner has, after issuance of a notice of violation of this chapter:

1. Failed to provide an essential service (water, sewer, electricity, heat);

2. Failed to remedy a condition that poses a substantial risk to the health or safety of the tenant, unless the tenant’s or the tenant’s guests acts or omissions caused said condition; or

3. Allowed an individual to live in a rental unit that does not have a valid rental permit.

Rent abatement means that the owner may not recover rent from the tenant. Rent shall be abated until the condition for which rent abatement was ordered has been remedied. A copy of the rent abatement order shall be given to the owner at the address on the rental permit and to the tenant by U.S. mail and by posting on the entrance door to dwelling unit. Notice of termination of the rent abatement order will be given in the same manner.

E. Appeals: A landlord, property manager, or responsible local agent may appeal the decision of the licensing official to abate, deny, suspend, revoke, or not renew a rental unit permit. The applicant or holder of the license or permit may appeal the decision to the housing appeals board as provided in section 9-7-11 of this chapter.

F. Order Of Precedence To Deny, Suspend, Revoke Or Not Renew A Landlord License Or Rental Unit Permit:

1. First course of action: Rental unit permit(s) shall be denied, suspended, revoked or not renewed if an owner allows a specific property or properties to remain in violation of this chapter or otherwise in an illegal condition or status and has failed to take responsible, reasonable and verifiable actions on a timely basis to remedy the violation(s).

2. Second course of action: Landlord license shall be denied, suspended, revoked or not renewed if an owner allows repeated violations to occur and continues to allow rental unit(s) to remain in violation of this chapter or otherwise in an illegal condition or status and has failed to take responsible, reasonable and verifiable actions on a timely basis to remedy the violation(s).

9-7-7: INSPECTIONS REQUIRED:

A. Rental Properties: Regular inspection on all residential rental property, including mobile homes, shall be made once every three (3) years for compliance with the building code, property maintenance code, other applicable codes, and this chapter. In addition to said codes and this chapter, the housing quality standards promulgated by the United States Department of Housing and Urban Development for use in assisted housing programs shall govern to the extent not superseded by more stringent requirements of said codes and this chapter. Inspections of all properties shall also be made at any time upon receipt of a complaint or request by a tenant or owner. Any rental structure receiving two (2) complaints regarding substantiated violations during any twelve (12) month period shall be put on an annual inspection schedule for three (3) years following the last substantiated complaint.

B. Regular Inspections: Inspections shall be made with notice to the owner, or its responsible local agent if any, and occupant at least five (5) days prior to the inspection being made. Inspection shall be made of each rental unit and of all common space or areas under the owner's control.

C. Certificate of Inspection:

1. No person shall rent, lease or cause to be occupied any rental unit that does not possess a certificate of inspection issued under this code. Any landlord or responsible local agent registering a rental unit for the first time must have a rental inspection completed prior to renting a rental unit and prior to receiving a rental unit permit.

2. After passing inspection, a rental unit governed by this chapter shall be issued a certificate of inspection.

3. The landlord, property manager, or its responsible local agent if any, and occupants of rental units inspected under this chapter shall be furnished with a list of any violations and shall be advised specifically of any violations which may cause an immediate hazard to the health or safety of an occupant, with a specific time limit set for correction of the violations.

4. A Certificate of inspection shall in no way signify or imply that the premises for which it is issued is in conformance or compliance with all portions of the City of Waterloo City Code, or the laws of Black Hawk County or the State of Iowa. The City of Waterloo shall maintain no liability in regard to the Certificate of Compliance.

D. Inspection Fees: All inspection and reinspection fees shall be paid by the owner or responsible local agent prior to the issuance of a certificate of inspection. Any inspection fee not paid within thirty (30) days shall be deemed a violation of this section. Fees shall be as follows:

1. A reinspection fee of fifty dollars ($50.00) per unit if not in compliance shall be charged for the first reinspection. A reinspection fee of one hundred and fifty dollars ($150.00) per unit shall be charged for the second reinspection. A reinspection fee of two hundred and fifty dollars ($250.00) per unit shall be charged for the third reinspection.

2. A fee of one hundred ($100.00) shall be charged for all scheduled inspections where an appointment is not kept and the owner, local responsible agent or occupant did not provide notice to cancel the inspection within twenty-four (24) hours of the appointment.

E. Lead Based Paint: Every owner or operator of a dwelling unit or rooming unit being let for rent and/or occupancy shall certify that the dwelling is in accordance with HUD lead based paint regulations, 24 CFR, part 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act, as amended.

9-7-8: DEFENSE IN EQUITY:

It is declared to be against the public policy of the City of Waterloo for a landlord or their agent to commence equitable proceedings pursuant to Iowa Code Chapter 648 without first being licensed and registered by the City of Waterloo pursuant to this Chapter. It is further declared to be the public policy of the City of Waterloo that tenants be afforded the benefit of the equitable doctrine of clean hands in any action filed pursuant to Iowa Code Chapter 648.

9-7-9: OWNER AND TENANT RESPONSIBILITIES:

A. Landlord: Every landlord or its agent, in addition to being responsible for maintaining each rental unit in a sound structural condition, shall be responsible for keeping that part of the building or premises which it controls in a clean, sanitary and safe condition, including the shared or public areas in a building containing two (2) or more rental units. In addition, every landlord or its agent shall comply with the provisions of title 5, chapter 3, article B of this code, granting housing protections to victims of domestic violence.

B. Tenant To Maintain Rental Unit: The tenant shall comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

C. In every rental agreement entered into after the effective date of this Ordinance, the following obligation shall be imposed upon the landlord:

1. The landlord shall provide tenant with a summary of rights pursuant Iowa Code Chapter 562A.

9-7-10: HOUSING APPEALS BOARD:

The housing appeals board shall consist of five (5) members, three (3) of whom shall constitute a quorum. All appointments shall be for a term of three (3) years. The board shall consist of a home builder, a tenant, a landlord and two (2) members at large. Each board member shall be a resident of the city of Waterloo or shall have his or her principal place of employment in the city of Waterloo. No member of said board shall serve more than two (2) consecutive terms and shall not be reappointed to a third term unless said member has not served on any board or commission of the city for a minimum of one year before reappointment to any board or

commission; provided, however, that a third term may be approved upon extraordinary circumstances and/or unavailability of applicants as determined by the mayor.

9-7-11: APPEALS:

A. Right Of Appeal: A person aggrieved by a decision of the licensing officer or the building official may file a written appeal with the city clerk within fourteen (14) days of the postmarked date of the notice of decision. An administrative fee of fifty dollars ($50.00) must be paid when the appeal is filed. Failure to file the appeal and pay the administrative fee within said fourteen (14) days shall constitute a waiver of the right to a hearing, and the decision shall thereupon become final.

B. Scheduling And Noticing Appeal For Hearing: As soon as practicable after receiving the written appeal the housing appeals board shall fix a date, time, and place for the hearing of the appeal by the board. Such date shall be not less than ten (10) days nor more than sixty (60) days from the date the appeal was filed with the city clerk and the administrative fee paid. Written notice of the time and place of the hearing shall be given at least ten (10) days before the date of the hearing to each appellant by the city clerk either by delivering a copy of such notice to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at his or her address shown on the appeal. The hearing shall be scheduled for no more than thirty (30) minutes in length, or such additional time as the board in its discretion may deem necessary. If the appellant desires additional time, he or she must make application to the board at least seven (7) days before the hearing date.

C. Conduct Of Hearing: At the appeal hearing the appellant shall have an opportunity to be heard and to show cause as to why such decision should be modified, extended, or overturned, or why a variance should be granted. Only those matters or issues specifically raised by the appellant shall be considered in the hearing of the appeal. The appeal hearing shall be simple and informal, without regard to technicalities of procedure or rules regarding admissibility of evidence. The board may consider any evidence it considers credible, including testimony of city employees, written summaries and other secondary sources, and give such weight to the evidence as it considers warranted. After such hearing the board, by a majority vote, may sustain, modify, extend or revoke a decision or grant or deny a variance. Such determination shall be contained in a written decision and shall be filed with the city clerk within ten (10) days after the hearing, or any continued session thereof.

D. Variances Or Extensions: The board, by majority vote, may grant variances or extensions of time to take corrective action. In the event that an extension or variance is granted, the board shall observe the following conditions:

1. In lieu of or in addition to administrative extensions, the board may grant an extension or extensions of time for compliance with any order or notice provided that the board makes specific findings of fact based on evidence relating to the following:

a. That there are practical difficulties or unnecessary hardships in carrying out the strict letter of any notice or order; and

b. That such an extension is in harmony with the general purpose and intent of this chapter in securing the public health, safety and general welfare.

2. Except under extraordinary circumstances, the extension or sum of extensions shall not exceed nine (9) months.

3. The board may grant a variance in a specific case and from a specific provision of this chapter subject to appropriate conditions; and provided the board makes specific findings of fact based on evidence presented on the record as a whole, and related to the following:

a. That there are practical difficulties or unnecessary hardships in carrying out a strict letter of any notice or order; and

b. That due to the particular circumstances presented, the effect of the application of the provisions would be arbitrary in the specific case; and

c. That an extension would not constitute an appropriate remedy for these practical difficulties or unnecessary hardships in this arbitrary effect; and

d. That such variance is in harmony with the general purpose and intent of this chapter in securing the public health, safety and general welfare.

E. Staying Of Order Under Appeal: Enforcement of any notice issued under this chapter shall be stayed during the pendency of a timely and properly perfected appeal therefrom.

9-7-11: VIOLATION; PENALTY:

A. Violation: Any landlord, property manager, or responsible local agent who violates the requirements of this chapter shall be guilty of a municipal infraction, subject to prosecution and penalty in accordance with section 1-3-2 of this code and further actions to deny, suspend, revoke or not renew a landlord license or rental unit permit as prescribed in this chapter. The provisions of this chapter shall apply to all landlords, property managers, and responsible local agents whether or not they have obtained a rental unit permit.

B. Correction: Violation correction procedures as prescribed in sections 106 and 107 of the adopted International Property Maintenance Code shall be followed unless otherwise amended by this or other provisions of this code.

C. Injunction: It shall be unlawful for any person to violate, or fail to comply with, any of the requirements of this chapter. If a person has violated, or continues to violate, the provisions of this chapter, the city attorney may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

9-7-12: SEVERABILITY:

If any section, provision or part of this chapter shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of this chapter as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 2. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

INTRODUCED: June 20, 2022
PASSED 1st CONSIDERATION: _____
PASSED 2nd CONSIDERATION: _____
PASSED 3rd CONSIDERATION: _____

PASSED AND ADOPTED this _____th day of _____, 2022.

_____
Quentin Hart, Mayor

ATTEST:

_____

Kelley Felchle, City Clerk

SEAL



CITY OF WATERLOO

Council Communication

An ordinance adding fees for service for solid waste collection and disposal.

City Council Meeting: 6/20/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Fee Schedule	Cover Memo

SUBJECT:	Motion to receive, file, consider, and pass for the first time 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. Motion to suspend the rules. Motion to receive, file, consider, and pass for the second and third times and adopt said ordinance.
Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF WATERLOO CODE OF ORDINANCES BY ADDING SUBSECTION 6 TO PARAGRAPH A, SECTION 6, FEES FOR SERVICE, OF CHAPTER 3, SOLID WASTE COLLECTION AND DISPOSAL, TITLE 4, PUBLIC HEALTH AND SAFETY

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA AS FOLLOWS:

Section 1. That there is hereby added Subsection 6 to paragraph A, Section 6, Fees for Service, Chapter 4, Solid Waste Collection and Disposal, Title 4, Public Health and Safety to read as follows:

6. Transaction Fees: All customers will be charged fees, as set forth in the solid waste fee schedule for return visits, replacement of damaged containers caused by customer, delivery or removal or exchange of containers for reasons other than damage, unauthorized disposal of waste incurring landfill penalties, unauthorized cart or RFID swapping, RFID removal or alteration, unauthorized use of additional carts, and any similar fees as added to the fee schedule.

Section 2. All provisions of Title 4, Chapter 4, Section 6 shall remain in full force and effect.

Section 3. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

INTRODUCED: _____, 2022
PASSED 1st CONSIDERATION: _____, 2022
PASSED 2nd CONSIDERATION: _____, 2022
PASSED 3rd CONSIDERATION: _____, 2022

PASSED AND ADOPTED this ____ day of _____, 2022.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/12/2022

ATTACHMENTS:

	Description	Type
🗋	Council Comm 4th St Lighting Agm with WDC	Backup Material
🗋	WDC Funding Agmt River Bridge River Lighting Constr	Backup Material

Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Summary Statement:	The Waterloo Development Corporation and the City of Waterloo are collaborating on the design and construction of enhancements, including lighting, to the 4th Street Bridge, Cedar River Dam and surrounding areas. This contract is in an amount not to exceed $914,975. Because this project is for city amenities, the expense and related reimbursements from the Black Hawk County Gaming Association will be processed by the City. A portion of the expenses for this project may be paid directly by the Waterloo Development Corporation.
Data/Analysis and Strategies:	None
Implementation, Accountability, and Communication:	Waterloo Development Corporation - Black Hawk County Gaming Association
Expenditure Required/Source of Funds:	Not to exceed $914,975.

CITY CLERK AND FINANCE DEPARTMENT
KELLEY FELCHLE • *City Clerk* MICHELLE WEIDNER, CPA • *Chief Financial Officer*

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: June 20, 2022
Prepared: June 10, 2022
Dept. Head: Michelle Weidner, Chief Financial Officer

SUBJECT: Resolution Approving Project Agreement with Waterloo Development Corporation for 4th Street Bridge and Cedar River Dam Lighting Enhancements in an amount not to exceed $914,975.

Submitted by: Michelle Weidner, Chief Financial Officer

Recommended City Council Action: Resolution Approving Project Agreement with Waterloo Development Corporation for 4th Street Bridge and Cedar River Dam Lighting Enhancements in an amount not to exceed $914,975.

Summary Statement: The Waterloo Development Corporation and the City are collaborating on the design and construction of enhancements to the 4th Street Bridge and Cedar River Dam area lighting. The contract is in an amount not to exceed $914,975. Because this project is for city amenities, the expense and related reimbursements from the Black Hawk County Gaming Association will be processed by the City. However, a portion of the expenses for this project may be paid directly by the WDC.

Expenditure Required: Not to exceed $914,975

Source of Funds: Waterloo Development Corporation - Black Hawk County Gaming Association

Policy Issue: None

Alternative:

Background Information:

PROJECT FUNDING AGREEMENT

This Project Funding Agreement (the "Agreement") is entered into effective as of June 10, 2022 by and between Waterloo Development Corporation ("WDC") and the City of Waterloo, Iowa ("City").

RECITALS

A. WDC and City have worked together, and intend to continue working together, on a project to make certain lighting enhancements to the 4th Street Pedestrian bridge and surrounding areas (the "Project"). In connection with undertaking the Project, the WDC will enter into certain contracts for final design, materials purchases, installation costs and related services of lighting improvements along the 4th Street pedestrian bridge.

B. The parties desire to enter this Agreement to express their continued desire to work together for advancement of the Project on the terms set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises exchanged herein, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **WDC Responsibility.** The WDC has a professional services agreement for the services listed above and improvements along the 4th Street Pedestrian Bridge that the City is to administer. The Waterloo Development Corporation will reimburse the City 100% of the costs up to $914,975 for the Project using funds allocated to it from the Black Hawk County Gaming Association. The WDC will comply with all other laws or regulations which may apply to its activities in carrying out the Project; and will comply with all terms, covenants, and conditions of the Purchase Contracts. WDC agrees to cooperate with the City in good faith on all future decisions regarding Project design and specifications and to consult with City from time to time regarding Project status. The WDC will oversee all Project activities, will review and approve all requests for payment from Project contractors, consultants, or others. Within thirty (30) days of receipt of any payment request that it receives from the City, certifying that the City has made disbursements for payment of the Design Contracts in an amount at least equal to the request, WDC will remit payment to the City in the amount requested, provided that cumulative payments made to the City in connection with the Design Contracts shall not, in the aggregate, exceed the Dedicated Sum.

2. **City Responsibility.** City agrees to cooperate with WDC in good faith on all future decisions regarding Project design and specifications and to consult with WDC from time to time regarding Project status. City agrees to make all payments required under the contract in timely fashion (subject to any contractual or other rights to audit, protest, or deny payment).

3. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person or by United States registered or certified mail, postage prepaid and addressed:

WDC	CITY
Waterloo Development Corp. 360 Westfield Ave. Ste. 200 Waterloo, Iowa 50701 Attn: Jim Miller	City of Waterloo, Iowa 715 Mulberry Street Waterloo, Iowa 50703 Attn: Mayor

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, or (ii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid.

4. **Miscellaneous Provisions.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement is the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior understandings or agreements relating to the subject matter hereof, whether oral or written, and this Agreement may not be modified except by the mutual written agreement of both parties. Time is of the essence of this Agreement.

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

WATERLOO DEVELOPMENT CORPORATION

By: _____
Robert W Petersen, Vice President

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/10/2022

ATTACHMENTS:

	Description	Type
1	Council Comm WDC Downtown Lighting Study Agmt	Backup Material
2	WDC Funding Agmt Downtown Lighting Study	Backup Material

Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Summary Statement:	The Waterloo Development Corporation wants to fund a study for improvements to downtown lighting. The contract is in an amount not to exceed $36,980. Because this project is for city amenities, the expense and related reimbursements from the Black Hawk County Gaming Association will be processed by the City.
Implementation, Accountability, and Communication:	Waterloo Development Corporation - Black Hawk County Gaming Association
Expenditure Required/Source of Funds:	Not to exceed $36,980.00

CITY CLERK AND FINANCE DEPARTMENT
KELLEY FELCHLE • *City Clerk* MICHELLE WEIDNER, CPA • *Chief Financial Officer*

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: June 20, 2022
Prepared: June 10, 2022
Dept. Head: Michelle Weidner, Chief Financial Officer

SUBJECT: Resolution Approving Project Agreement with Waterloo Development Corporation for Downtown Lighting Improvements Study in an amount not to exceed $36,980.

Submitted by: Michelle Weidner, Chief Financial Officer

Recommended City Council Action: Resolution Approving Project Agreement with the Waterloo Development Corporation for a downtown lighting improvements study in an amount not to exceed $36,980.

Summary Statement: The Waterloo Development Corporation wants to fund a study for downtown lighting improvements. The contract is in an amount not to exceed $36,980. Because this project is for city amenities, the expense and related reimbursements from the Black Hawk County Gaming Association will be processed by the City.

Expenditure Required: Not to exceed $36,980

Source of Funds: Waterloo Development Corporation - Black Hawk County Gaming Association

Policy Issue: None

Alternative:

Background Information:

PROJECT FUNDING AGREEMENT

This Project Funding Agreement (the "Agreement") is entered into effective as of June 1, 2022, by and between Waterloo Development Corporation ("WDC") and the City of Waterloo, Iowa ("City").

RECITALS

A. WDC and City have worked together, and intend to continue working together, on a project to study and determine improvements for downtown lighting (the "Project"). In connection with undertaking the Project, the WDC will enter into certain contracts for a study of existing lighting and proposed improvements.

B. The parties desire to enter this Agreement to express their continued desire to work together for advancement of the Project on the terms set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises exchanged herein, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **WDC Responsibility.** The WDC has a professional services agreement for the downtown lighting study that the City is to administer. The Waterloo Development Corporation will reimburse the City 100% of the costs up to $36,980 for the study using funds allocated to it from the Black Hawk County Gaming Association. The WDC will comply with all other laws or regulations which may apply to its activities in carrying out the Project; and will comply with all terms, covenants, and conditions of the Purchase Contracts. WDC agrees to cooperate with the City in good faith on all future decisions regarding Project design and specifications and to consult with City from time to time regarding Project status. The WDC will oversee all Project activities, will review and approve all requests for payment from Project contractors, consultants, or others. Within thirty (30) days of receipt of any payment request that it receives from the City, certifying that the City has made disbursements for payment of the Design Contracts in an amount at least equal to the request, WDC will remit payment to the City in the amount requested, provided that cumulative payments made to the City in connection with the Design Contracts shall not, in the aggregate, exceed the Dedicated Sum.

2. **City Responsibility.** City agrees to cooperate with WDC in good faith on all future decisions regarding Project design and specifications and to consult with WDC from time to time regarding Project status. City agrees to make all payments required under the contract in timely fashion (subject to any contractual or other rights to audit, protest, or deny payment).

3. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person or by United States registered or certified mail, postage prepaid and addressed:

WDC	CITY
Waterloo Development Corp. 360 Westfield Ave. Ste. 200 Waterloo, Iowa 50701 Attn: Jim Miller	City of Waterloo, Iowa 715 Mulberry Street Waterloo, Iowa 50703 Attn: Mayor

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, or (ii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid.

4. **Miscellaneous Provisions.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement is the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior understandings or agreements relating to the subject matter hereof, whether oral or written, and this Agreement may not be modified except by the mutual written agreement of both parties. Time is of the essence of this Agreement.

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

WATERLOO DEVELOPMENT CORPORATION

By: _____
Robert W Petersen, Vice President

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/8/2022

ATTACHMENTS:

Description	Type
Cont 1054_Associated Controls + Design Proposal	Backup Material

Submitted by: Submitted By: Oumie Ceesay, Associate Engineer

Expenditure Required/Source of Funds: Waterloo Development Corporation Funds $40,219.00

ASSOCIATED CONTROLS + DESIGN
intelligent lighting + dimming + rigging

Associated Controls + Design
6850 Guion Road
Indianapolis IN 46268
Phone: (877) 298-3961
Fax: (317) 293-0281
From: Mike Brubaker
Quoter Ph: (317) 759-6606
Email: mbrubaker@acdtheatrical.com

Project **Waterloo IA Bridge - Lighting Controls**
Location Waterloo IA
Quote ACD22-50329-10

To: ROB SHAKESPEARE
Shakespeare Lighting Design
1806 East Thornton Drive
Bloomington IN 47401
EMail: rob@shakespearelighting.com

For
Bid Date Apr 15, 2022
Expires May 15, 2022

QTY	Type	MFG	Part
		CONTROL MATERIALS	
			MAIN CONTROL
3		PHAROS	LPC 1 Lighting Playback Controller 1 (512 channels DMX/eDMX)
2		PHAROS	POE Unmanaged PoE Ethernet Switch (4+2 Port: 4 PoE, 2 non-PoE)
1		PHAROS	PSU 48V / 100W Power supply 48V DC 2A (Meanwell, DIN rail)
2		RAP	TR-EZ2-15 TR-EZ2 Series **Line Note:** Wireless to E Towers, Amphitheater
1		RAP	TR-RL-LR1 RL-LR1 Series **Line Note:** Wireless to City/West Tower
2		GALCO	06001.0-00 Enclosure Heater. 50W
2		GRNGR	32FC61 HOFFMAN A20H20BLP NEMA 4 20 x 20 x 8 Wall Mount Steel Enclosure
1		AUTODIR	CFS-1PCC30 Gladiator CFS series disconnect switch, fusible, Class CC, load break capable, 1-pole, 600 VAC, 30A, 200kA SCCR, DIN rail mount, UL 98 rated
2		LCOM	AL6-NMNFBW-9 N-Male to N-Female Bulkhead Lightning Protector
1		ACDM	EEEP22-48462 ASCO 277120FN020AN3N0
4		ACDM	EEEP22-48462 ASCO 185D068S10KXRJN0
1		ACDM	SHOP SUPPLIES
			TOWER E/W; AMPHITHEATER CONTROL
Note			*THREE ASSEMBLIES, 1 PER TOWER, AMPHITHEATER*
1		RAP	TR-EZ2-15 TR-EZ2 Series **Line Note:** East



Associated Controls + Design
6850 Guion Road
Indianapolis IN 46268
Phone: (877) 298-3961
Fax: (317) 293-0281
From: Mike Brubaker
Quoter Ph: (317) 759-6606
Email: mbrubaker@acdtheatrical.com

Project **Waterloo IA Bridge - Lighting Controls**
Location Waterloo IA
Quote ACD22-50329-10

QTY	Type	MFG	Part
1		RAP	TR-EZ2-15 TR-EZ2 Series
		Line Note:	West
2		AUTODIR	CFS-1PCC30 Gladiator CFS series disconnect switch, fusible, Class CC, load break capable, 1-pole, 600 VAC, 30A, 200kA SCCR, DIN rail mount, UL 98 rated
2		GALCO	06001.0-00 Enclosure Heater. 50W
2		LCOM	AL6-NMNFBW-9 N-Male to N-Female Bulkhead Lightning Protector
2		ACDM	EEEP22-48462 ASCO 277120FN020AN3N0
2		ACDM	EEEP22-48462 ASCO 185D068S10KXRJN0
2		POLY	SG-14 7.95 x 5.98 x 3.54 Weatherproof NEMA Enclosure
2		ACDM	SHOP SUPPLIES
			AMPHITHEATER A/B
Note			*CONSOLE OUTPUT GETS ROUTED TO PATHWAY CARD*
Note			*PATHWAY WILL BE PROGRAMMED WITH PRIORITY-- CONSOLE TAKES OVER WHEN ACTIVE*
1		RAP	TR-EZ2-15 TR-EZ2 Series
		Line Note:	Amphitheatre
1		AUTODIR	CFS-1PCC30 Gladiator CFS series disconnect switch, fusible, Class CC, load break capable, 1-pole, 600 VAC, 30A, 200kA SCCR, DIN rail mount, UL 98 rated
1		GALCO	06001.0-00 Enclosure Heater. 50W
1		LCOM	AL6-NMNFBW-9 N-Male to N-Female Bulkhead Lightning Protector
1		ACDM	EEEP22-48462 ASCO 277120FN020AN3N0
1		ACDM	EEEP22-48462 ASCO 185D068S10KXRJN0
1		ACUITY	PWPP DIN P2 Pathport, DIN-mount, 2-Ports
1		ACUITY	PWPWR DIN TERM 30W 24VDC Power Supply, DIN-mount, Compression Fit Terminal, 30 Watts, 24 Volts DC

ASSOCIATED CONTROLS + DESIGN
Intelligent lighting + dimming + rigging

Associated Controls + Design
6850 Guion Road
Indianapolis IN 46268
Phone: (877) 298-3961
Fax: (317) 293-0281
From: Mike Brubaker
Quoter Ph: (317) 759-6606
Email: mbrubaker@acdtheatrical.com

Project **Waterloo IA Bridge - Lighting Controls**
Location Waterloo IA
Quote ACD22-50329-10

QTY	Type	MFG	Part	
1		POLY	SB-33 11.81 x 11.81 x 5.91 NEMA Steel Enclosure	
1		ACDM	SHOP SUPPLIES	
1		ACDM	COAX CABLE - LENGTH TBD	
			CITY GARAGE WIRED TO WIRELESS INTERFACE	
1		POLY	SB-33 11.81 x 11.81 x 5.91 NEMA Steel Enclosure	
1		RAP	TR-RL-LR1 RL-LR1 Series	
1		GALCO	06001.0-00 Enclosure Heater. 50W	
1		AUTODIR	CFS-1PCC30 Gladiator CFS series disconnect switch, fusible, Class CC, load break capable, 1-pole, 600 VAC, 30A, 200kA SCCR, DIN rail mount, UL 98 rated	
1		AUTODIR	SE2-MC2U-C1-T STRIDE industrial unmanaged Ethernet media converter, Multimode SC Fiber	
1		ACDM	SHOP SUPPLIES	
1		ACDM	EEEP22-48462 ASCO 277120FN020AN3N0	
2		ACDM	EEEP22-48462 ASCO 185D068S10KXRJN0	
			FREIGHT & SERVICES	
1		ACDF	FREIGHT	
1		ACDFS	SHOP PREASSEMBLY	
		Total for:	**CONTROL MATERIALS**	**$19,419.00**
			COMMISSIONING & SERVICE	
2		ACDFS	COMMISSIONING DAY 1	
5		ACDFS	COMMISSIONING DAY 2+	
5		ACDFS	YEARS REMOTE MONITORING & SUPPORT	
		Total for:	**COMMISSIONING & SERVICE**	**$20,800.00**

Notes:
All fixture addressing and aiming is by others

Terms and conditions of sale:
SPECIAL NOTES

ASSOCIATED CONTROLS + DESIGN
Intelligent lighting + dimming + rigging

Associated Controls + Design
6850 Guion Road
Indianapolis IN 46268
Phone: (877) 298-3961
Fax: (317) 293-0281
From: Mike Brubaker
Quoter Ph: (317) 759-6606
Email: mbrubaker@acdtheatrical.com

Project **Waterloo IA Bridge - Lighting Controls**
Location Waterloo IA
Quote ACD22-50329-10

Due to instability in commodity materials markets and freight costs, all prices quoted are based on today's cost of material and freight. Our manufacturers have reserved the right to adjust selling prices in effect at the time the order is placed.

Lead times, where noted, are estimates only and subject to change. Once an order is accepted and acknowledged by the factory, we will have a firm idea of lead time.

- Shipping not included unless otherwise specified herein.
- Installation, if included and unless otherwise specified herein:
    - o Occurs during normal working hours (7am - 5pm, Monday through Friday)
    - o Does not include evenings, weekends, or holidays
    - o Does not include overtime
    - o Includes all related expenses: travel, housing, etc.
- Fixture addressing & commissioning is not included unless otherwise specified herein.
- Unless noted above, all existing electronics and system hardware not reused in the new system will be removed and properly disposed of by ACD.
- Professional engineering (structural and/or electrical) is not included unless otherwise specified herein.
- Existing electrical and/or structural infrastructure is assumed to be adequate to support the quoted equipment. Unless specified herein, engineering and any remediation required is not included.
- Associated Controls + Design reserves the right to correct typographical errors.
- Prices apply only for an order containing all items quoted and in no less than quantities noted.
- A 3% fee will be added to the total amount on all payments made with a credit card.
- All product quoted is subject to approval.
- Prices do not include lamps, spare material, fuses, special finishes, mounting devices, installation, or applicable taxes unless otherwise specified herein.
- All orders are subject to manufacturer's published terms and conditions.

J2 Miller, WSC 5/11/22

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/8/2022

ATTACHMENTS:

	Description	Type
🗋	Cont 1054_Landscape Forms Proposal	Backup Material

Submitted by: Submitted By: Oumie Ceesay, Associate Engineer

Expenditure Required/Source of Funds: Waterloo Development Corporation Funds $15,984.70

Quote

Date: 04/11/2022
LF Quote#: 0000334858
PO#:
Project: River Lights West Plaza

Bill To: Bidders Quote - Site Source
ATTN: Bidder's Quote
TBA

CORPORATE
7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# RA-COC-001261

Ship To: Bidders Quote - Site Source
ATTN: Bidder's Quote
TBA
Waterloo, IA 50701

Ship To Contact Phone:
Ship Via: Common Carrier
F.O.B.: Destination

Qty	Description		Unit Price	Total Price
	When ordering please confirm: • Shipping address and contact information (name and ph#) • Billing address and contact information • Is your firm or the project tax exempt? If so, exemption certificate must accompany order • Delivery schedule: ___Ship immediately upon completion OR Ship On/After the date:_____			
2	Plexus II Bench		$ 5,870.00	$ 11,740.00
	Style:	*Backed Seats Facing In*		
	Straight/Radius:	*Custom Radius (96-275")*		
	Number of Seats:	*5 Seat Unit*		
	Mounting:	*Surface Mount*		
	Powdercoat Color:	*Black*		
	Custom Radius Dimension (in inches):	*228*		
1	Scarborough Litter		$ 1,470.00	$ 1,470.00
	Style:	*Top Opening, 30 gal. capacity*		
	Side Panel:	*Vertical Strap*		
	Options:	*Lock*		
	Powdercoat Color:	*Black*		
	Liner Color:	*Black*		
	Standard Features:	*Freestanding/Surface Mountable*		
	Standard Liner:	*30 gallon Polyethylene Liner*		
			Item Total	$ 13,210.00
			Shipping & Handling	$ 1,850.00
			Sub Total	$ 15,060.00

Cust #: LFBID
SSR: Carolyn Ralls
Rep: Site Source IOWA, IA

L. Miller, WDC
Purchaser

Landscape Forms Customer Service
Seller

landscapeforms

Quote

Date: 04/11/2022

LF Quote#: 0000334858

PO#:

Project: River Lights West Plaza

Bill To: Bidders Quote - Site Source
ATTN: Bidder's Quote
TBA

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ATTN: Bidder's Quote
TBA
Waterloo, IA 50701

Ship To Contact Phone:
Ship Via: Common Carrier
F.O.B.: Destination

Qty	Description	Unit Price	Total Price
		Estimated Tax	$ 924.70
		Document Total	$ 15,984.70

Payment Terms: Pending-Net30
Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.
- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to six months from receipt of the order. Changes in quantity or specification may affect pricing.
- **Lighting Poles only-**QUOTED prices are held for up to 30 days. ORDERS received on valid quotes for immediate release will be accepted at quoted. Orders received for a future dated release are subject to current pricing at the time of order release.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Handling fees alone will apply on third party and customer pick-up orders.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.

Cust #: LFBID
SSR: Carolyn Ralls
Rep: Site Source IOWA, IA

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms

Quote

Date: 04/11/2022

LF Quote#: 0000334858

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TBA
Waterloo, IA 50701

Ship To Contact Phone:
Ship Via: Common Carrier
F.O.B.: Destination

- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Please note all credit card charges will be subject to a 3% surcharge. Mail payments to:

USD Checks
Landscape Forms, Inc.
Dept 78073
PO Box 78000
Detroit, MI 48278-0073
USA

CAD Cheques
Landscape Forms, Inc.
PO Box 2408
Station A
Toronto, Ontario M5W 2K6
CAN

Cust #: LFBID
SSR: Carolyn Ralls
Rep: Site Source IOWA, IA

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/8/2022

ATTACHMENTS:

	Description	Type
🗋	Cont 1054_Lumen Pulse Proposal	Backup Material

Submitted by: Submitted By: Oumie Ceesay, Associate Engineer

Expenditure Required/Source of Funds: Waterloo Development Corporation Funds $443,370.00

Quotation

lumenpulse™

To

LIGHT SOURCE INDIANA

Project Name.....: LP2020-64787-4TH STREET PEDESTRIAN BRIDGE-WATERLOO, IA

Factory quote.....: 00049053_042-3
Date.....: 24/MAY/2022
Page.....: 1 of 3

Sales responsible.....: Kimberly Sarti
Expiration date.....: 23/JUN/2022
Terms of payment.....:
Delivery terms.....: Prepaid
Architect.....:
Engineer.....:
Lighting designer.....: SHAKESPEARE LIGHTING DESIGN

Type	Quantity	Description	Net price	Total
	12	LBL-120-RGB-FL-WH-DMX/RDM-SY-UL-3FT-WH-SPL-N/A (022668)	1,001.00	12,012.00
	80	LBL-120-RGB-FL-WH-DMX/RDM-SY-UL-3FT-WH-N/A	867.00	69,360.00
	6	LBL-120-RGB-WFL-WH-DMX/RDM-SY-UL-3FT-WH-N/A	867.00	5,202.00
	37	LBX-RO-120-RGB-VN-VN-VN-GRATX-DMX/RDM-SY-UL-3FT-BK-VS-GRATX-BK	2,415.00	89,355.00
	8	LBS-120-RGB-FL-WH-DMX/RDM-UL-3FT-WH-N/A	430.00	3,440.00
	8	LBM-120-RGB-FL-WH-DMX/RDM-SY-UL-3FT-WH-N/A	632.00	5,056.00
	8	LBS-120-RGB-NF-WH-DMX/RDM-UL-3FT-WH-N/A	430.00	3,440.00
	8	LBM-120-RGB-NF-WH-DMX/RDM-SY-UL-3FT-WH-N/A	632.00	5,056.00
	10	LMDM-48V-RGB-SI-DMX/RDM-CN	362.00	3,620.00
	2	CBX-60-120/277-15V <RGB>-DMX/RDM-SI	730.00	1,460.00
	246	LOG-120-24-RGB-35X35-WH-DMX/RDM-N/A-SAM-WH	695.00	170,970.00
	40	LOG-120-24-RGB-30X30-WH-DMX/RDM-N/A-SAM-WH	695.00	27,800.00
	4	LOGLC-UL-STANDARD-150FT-WH	205.00	820.00
	10	LOGLC-UL-STANDARD-10 FT-WH	64.00	640.00
	16	LOGJC-UL-STANDARD-5 FT-WH	75.00	1,200.00
	216	LOGJC-UL-STANDARD-4 FT-WH	75.00	16,200.00

Prices are valid for 30 days: No PENALITIES for DELIVERY DELAY accepted

Quotation

lumenpulse™

To

LIGHT SOURCE INDIANA

Project Name.....: LP2020-64787-4TH STREET PEDESTRIAN BRIDGE-WATERLOO, IA

Factory quote.....: 00049053_042-3
Date.....: 24/MAY/2022
Page.....: 2 of 3

Sales responsible.....: Kimberly Sarti
Expiration date.....: 23/JUN/2022
Terms of payment.....:
Delivery terms.....: Prepaid
Architect.....:
Engineer.....:
Lighting designer.....: SHAKESPEARE LIGHTING DESIGN

Type	Quantity	Description	Net price	Total
	40	LOGJC-UL-STANDARD-2 FT-WH	72.00	2,880.00
	11	CBX-DS-120/277-ENET-SI-UL	502.00	5,522.00
	12	CBX-ST-120/277-ENET-SI-UL	636.00	7,632.00
	1	LUMENiD DMX USB HARDWARE INTERFACE	455.00	455.00
	4	LUMENSERVICES ONSITE COMMISSIONING	2,500.00	10,000.00
	1	LUMENSERVICES ONSITE PREWIRE	1,250.00	1,250.00

SPL022668 REPRESENTS THE STEP LENS

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

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

Prices are valid for 30 days: No PENALITIES for DELIVERY DELAY accepted

Quotation

lumenpulse™

To

LIGHT SOURCE INDIANA

Project Name.....: LP2020-64787-4TH STREET PEDESTRIAN BRIDGE-WATERLOO, IA

Factory quote.....: 00049053_042-3
Date.....: 24/MAY/2022
Page.....: 3 of 3

Sales responsible.....: Kimberly Sarti
Expiration date.....: 23/JUN/2022
Terms of payment.....:
Delivery terms.....: Prepaid
Architect.....:
Engineer.....:
Lighting designer.....: SHAKESPEARE LIGHTING DESIGN

PRICES ARE USD DN @ 10% CR.

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

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

ALL SALES OF LUMENPULSE PRODUCTS ARE MADE PURSUANT TO LUMENPULSE'S STANDARD TERMS AND CONDITIONS. NO OTHER DOCUMENT, SUCH AS WITHOUT LIMITATION A PURCHASE ORDER, SHALL AMEND OUR STANDARD TERMS AND CONDITIONS OR APPLY TO THE SALE OF LUMENPULSE PRODUCTS. WE REFER YOU TO OUR COMPLETE STANDARD TERMS AND CONDITIONS, AVAILABLE ON OUR WEBSITE AT THE FOLLOWING ADDRESS:
https://www.lumenpulse.com/support/terms-and-conditions

Sales balance		443,370.00
Freight charge		0.00
Taxes		0.00
Total	USD	443,370.00

Prices are valid for 30 days: No PENALITIES for DELIVERY DELAY accepted

L Miller
WSC
5/25/2022

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/8/2022

ATTACHMENTS:

	Description	Type
	Cont 1054_Tyler Truss Systems Proposal	Backup Material

Submitted by: Submitted By: Oumie Ceesay, Associate Engineer

Expenditure Required/Source of Funds: Waterloo Development Corporation Funds $153,031.94

TYLERTRUSS SYSTEMS
1810 Fairfield Lane • Pendleton, IN 46064 • 765-221-5050

Quote

DATE	QUOTE NO
3/11/2022	QN-3527

SOLD TO
Jim Miller, Rob Shakespeare
Waterloo Development Corporation
10 W 4th St. suite 300
Waterloo, IA 50701
USA

SHIP TO
Jim Miller, Rob Shakespeare
Waterloo Development Corporation
10 W 4th St. suite 300
Waterloo, IA 50701
USA

james.w.miller36@gmail.com,shakespe@indiana.edu,galvarez@vandwalle.com
812-320-2806

EXPECTED SHIP DATE
7/29/2022

SALESPERSON
Nathan Villines

QUOTE VALID UNTIL
3/28/2022

Item ID	Description	Qty	Unit Price	Amount
93527-001	2.5' x 2.5' x 55' Totem	2	20218.18	40436.36
93527-002	2.5' x 2.5' x 40' Totem	2	13613.92	27227.84
93527-003	2.5' x 2.5' x 20' Totem	2	7735.13	15470.26
93527-004	35 x 35 x 1.5 totem base plate with forkends	6	2667.90	16007.40
93527-005	polish above totems	1	2764.00	2764.00
93057-001	15'-2" Waterloo Mounting Frame with guide rail and mounts	5	5712.06	28560.30
93057-002	18'-2" Waterloo Mounting Frame with guide rail and mounts	2	5978.32	11956.64
93527-006	shipping flat bed business to business, no special service	1	8484.14	8484.14
93527-007	shipping 26' box truss to waterloo for frames	1	2125.00	2125.00

SUBTOTAL	FREIGHT ESTIMATE	TAX	DEPOSIT DUE WITH ORDER	QUOTED TOTAL
153031.94	0.00	0.00	$71211	153031.94

Freight estimates only valid the day of the actual quote, updated estimate required at time of shipment.
Client may arrange own freight. Part Numbers subject to change.
We at Tyler Truss thank you for your business!

TERMS & CONDITIONS:

Quote QN-3527 valid until: 3/28/2022

Client to inspect product prior to accepting shipment. Tyler Truss is not liable for shipping damage unreported at time of delivery. Any shipping damage must be noted on the freight company's paperwork at the time of delivery. Tyler Truss must be notified within 24 hours of any product damaged during shipping.

All special orders require 50% down payment. All orders are to be paid in full prior to shipment unless special arrangements have been made.

Taxability is based on where the customer takes possession of the product.

Additional fees may apply including but not limited to the following conditions:

1. Engineering specifications for custom design and build
2. Cancellation or modification of the order after production has begun
3. Additional freight fees associated with the delivery of product due to information not provided at the time of freight quote
4. Warehousing of product due to customer delay or payment issue
5. Powder color change up charge

WARRANTY:

Tyler Truss warrants our products supplied are free from significant manufacturing and material defects for a period of 12 months from the date of manufacture providing that all the following apply:

1. The product is used within the operating parameters defined within our Tyler Truss load tables.
2. The product is used and inspected in accordance with the guidelines and recommendations set out in ANSI E1.2 Entertainment Technology-Design, Manufacture, and use of aluminum trusses and towers.

**For third party sourced products, the OEM or recognized distributor warranty will apply. Tyler Truss is not responsible for third party product warranties.

In any event, the sole extent of any liability on the part of Tyler Truss shall be limited to the replacement of product fabricated by Tyler Truss, provided that the part or parts alleged to be defective has or have been returned at the buyers cost to Tyler Truss for inspection and evaluation.

Approved by: Jim Miller per EWP

Title: Loomd Executive

Signature: J. Miller per EWP **Date:** 4/8/22

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 6/20/2022
Prepared: 6/8/2022

ATTACHMENTS:

	Description	Type
🗋	Cont 1054_Thomas Industrial Coatings	Backup Material

Submitted by: Submitted By: Oumie Ceesay, Associate Engineer

Expenditure Required/Source of Funds: Waterloo Development Corporation Funds $98,280.00

THOMAS INDUSTRIAL COATINGS™

2070 Highway Z
Pevely, MO 63070
Ph: 636-475-3500
Fx: 636-475-3512
www.thomasindcoatings.com

BID PROPOSAL

SUBMITTED TO:	Ritland + Kuiper	**DATE:**	Monday, May 16, 2022
ADDRESS:		**PROJECT NAME:**	4th Street Pedestrian Canopy Re-Paint
		PROJECT NUMBER:	N/A
PHONE:		**PROJECT LOCATION:**	Waterloo, IA
EMAIL :		**DATE OF PLANS:**	N/A

Thomas Industrial Coatings, Inc. is a Society of Protective Coatings QP1, QP2, & QS1 Certified Contractor.
We propose to furnish all labor, materials, and necessary insurance to complete work as described below.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM COST
1	CANOPY ROOF STEEL OVERCOAT - (Approx. 4,775SF) This price includes clear panel and ground protection prior to SSPC-SP2 and SP-3 surface preperation of the existing steel coatings. After surface prep, this price includes (1) full coat of Sherwin Williams Macropoxy 646 per the PDS, and application of (1) full coat Sherwin Willliams High Pure White SW 7005 per the PDS.	1.000	L.S.	$ 98,280.00	$ 98,280.00
				TOTAL	**$ 98,280.00**

NOTES & QUALIFICATIONS

Note 1:	All required federal, state, local, & environmental permits are to be obtained and maintained by the general contractor/owner.
Note 2:	General Contractor/Owner is to provide pedestrian control throughout the duration of the cleaning and coating operations.
Note 3:	This proposal is based upon 10hr work days, with opportunity for work on Saturday.
Note 4:	This proposal is based upon coating work being completed without any other subcontractor interference.
Note 5:	This propsoal is based upon work being completed in 2022, and does not include heat.
Note 6:	This proposal does not include a bond, if required please add $1,415.00

Payment to be made as follows: Standard Net 30 Days	This proposal may be withdrawn if not accepted within 30 Days
All work to be completed in a workmanlike manner according to standard practices. Our workers are fully covered by Workmen's Compensation Insurance. In the event payment terms are not met, Purchaser agrees to pay reasonable collection fees, plus interest of 1.5% per month.	Authorized Signature: [signature] Name & Title: Will Glaus - Estimator & Project Engineer Phone # 314-591-5854 Email Address: wglaus@thomasindcoatings.com
Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	Signature: [signature] Print Name/Title: Jim Miller, Licensed Exec., WDC Date of Acceptance: 5/25/22

CITY OF WATERLOO

Council Communication

Discussion of city fiber network plans.

City Council Meeting: 6/20/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Presentation	Backup Material

Submitted by: Submitted By: Mayor Quentin Hart

City of Waterloo, IA

BROADBAND ASSESSMENT AND FEASIBILITY ANALYSIS

JUNE 2022



AGENDA

Project Background

- Project Information
- Timeline
- Backbone Plan
- Fiber to the Home Plan
  - Consumer Survey Results
  - Buildout Concept by Phase

Business Model and Deployment Options for Consideration

- Review Business Models
- Review Supporting Financials
- Project Phasing

Recommendations & Next Steps

DRAFT

Project Background

Broadband Study Project Kickoff
January 2020

Broadband Study Delivered
February 2021

Fiber Backbone Design Started
April 2021

Fiber FTTP Design Started
August 2021

100% Design Completion
August 2022

Policy Participation Only	Infrastructure Provider
Government Services Provider	Lit or Dark Open-Access Provider
Retail Service Provider – Business Only	Retail Service Provider – Business & Residential

DRAFT

Project Background

Project Goals

- Develop a Fiber Backbone to support City municipal operations, including utility operations, traffic, public safety and future Smart City initiatives.

- Develop a Plan to deliver next-generation Fiber to the Premise/Home services enabling high-speed access to every home and business throughout Waterloo.

Project Opportunities

- Utilize one-time ARPA funding to support broadband deployment in select areas of the City where access, affordability and reliability are of concern

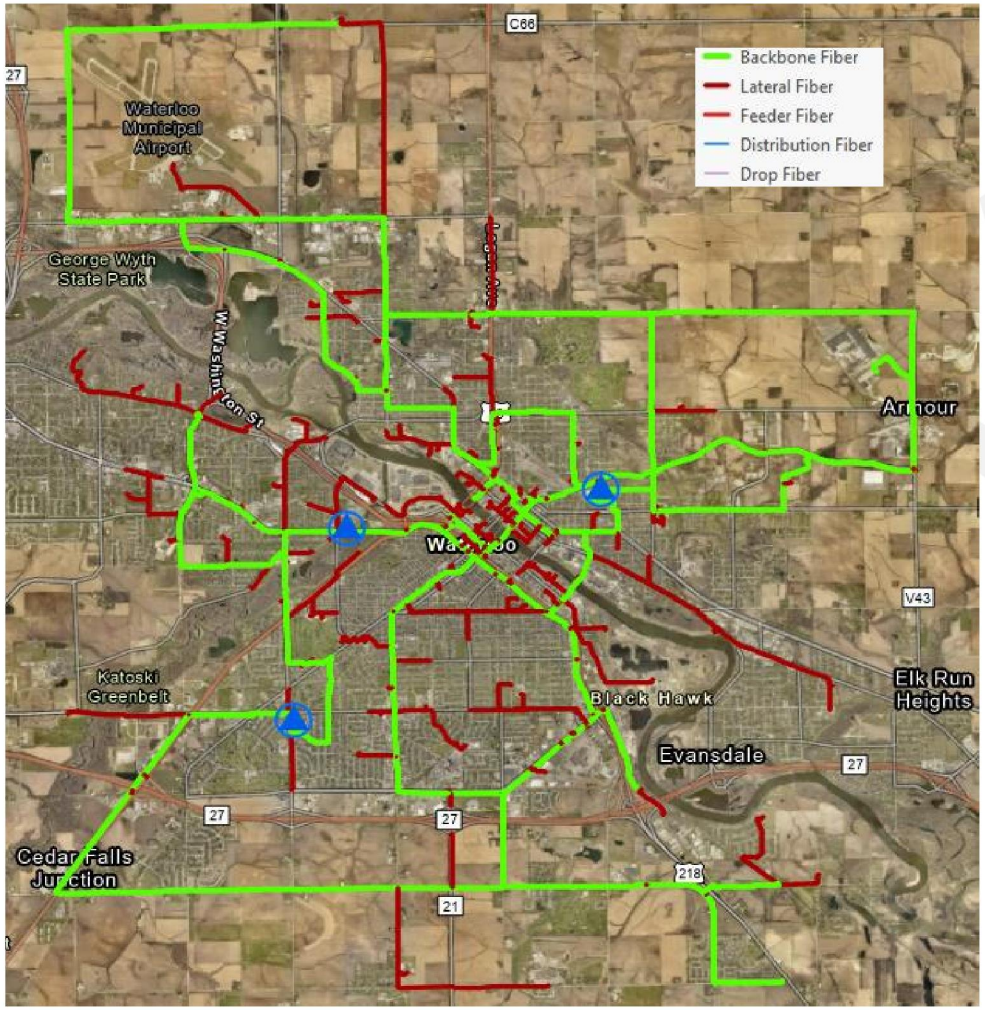
- Explore partnership with neighboring municipalities to simplify the deployment of retail services leveraging their core network and content

- Leverage additional funding opportunities, including potential EDA award, and upcoming Infrastructure funding programs

DRAFT

Project Background

Fiber Backbone Plan

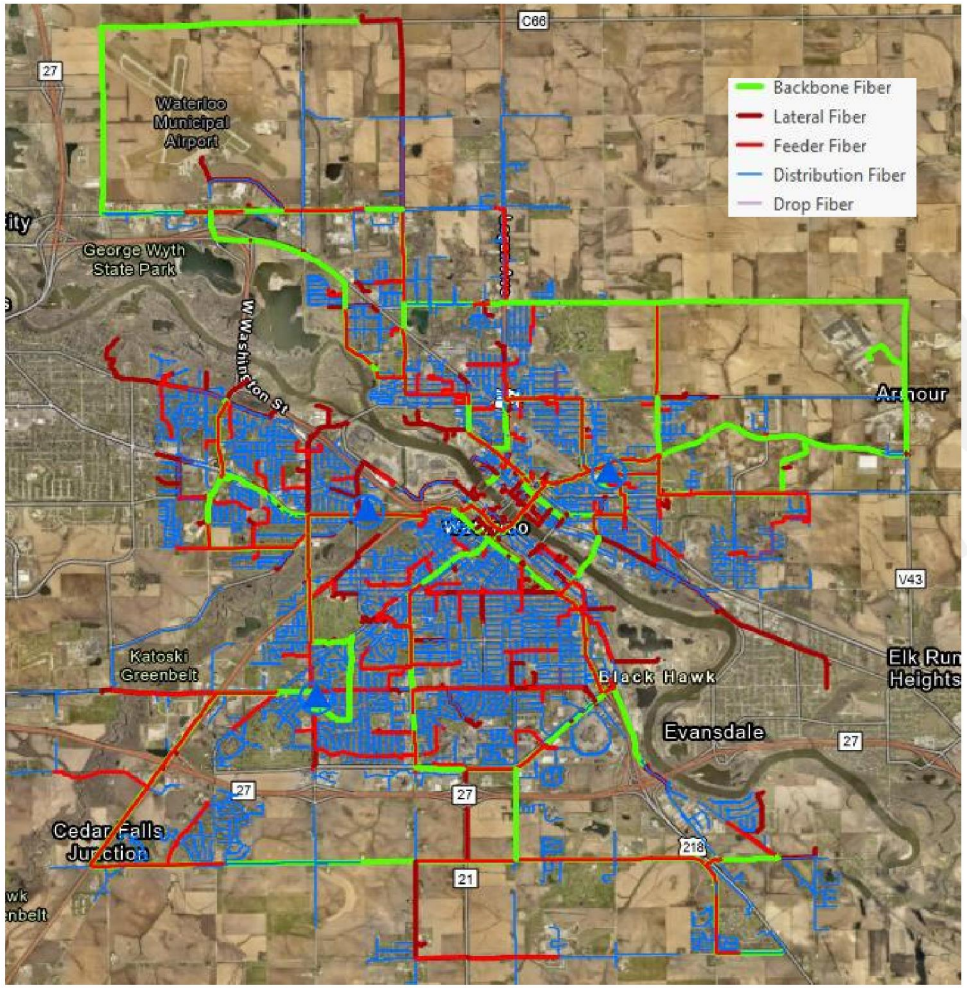


Backbone Cost Element	Description	Current Cost Estimate
Design	Design, Engineering, Permitting Preparation	$922,049
Construction	UG Construction of Conduit and Fiber	$23,000,000
Construction Contingency	Contingency	$2,300,000
CEI and Project Management	Construction Management, Inspections Services	$1,200,000
	Fiber OSP Construction Total:	**$27,422,049**
Core/Edge Network Equipment	Core Network Switches/Routers	$500,000
Site Equipment	Premise CPE, rack, battery backup ($3k per site)	$984,000
Facilities	Data Center Renovation/Preparation or Pre-Fab	$300,000
Software	Network Management Software, Fiber Management	$75,000
	Fiber Backbone Project Total:	**$29,281,049**

[1] Backbone design was contracted by the City in 2021 and is underway.
[2] Estimated $1.9M of construction is for costs associated with UG construction of critical/difficult crossings.

Project Background

Fiber to the Premise Plan



FTTP Cost Element	Description	Current Cost Estimate
Design	Design, Engineering, Permitting Preparation	$3,854,000
Construction	UG Construction of Conduit and Fiber	$46,250,000
Backbone FTTH Adder	Additional FTTP conduit included in Backbone segments	$4,000,000
Contingency	10% Construction Contingency	$5,250,000
CEI and Project Management	Construction Management, Inspections Services	$2,400,000
	Fiber OSP Construction Total:	**$61,754,000**
Facilities	Data Center Renovation/Preparation or Pre-Fab	$900,000
General Equipment and Vehicles	General Tools and Equipment	$383,000
Core Network Equipment, Software, etc.	Hardware, Software and Storage	$4,521,600
Fiber Drops to Premises	Based on Estimated Uptakes 35% Single-Family; 35% MDU, 35% Business	$18,816,612
	Fiber FTTP Project Total:	**$86,375,200**

[1] Backbone design was contracted by the City in 2021 and is underway.

[2] Estimated $4M of construction includes additional duct for FTTP to be included in the backbone route. Not needed if build is for backbone only.

Project Background

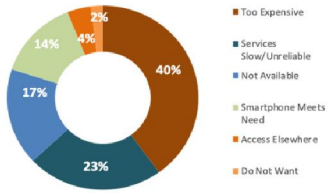
Consumer Survey

Broadband Survey Overview April 2022

2,727
SURVEY PARTICIPANTS

98%
HAVE BROADBAND

The top reason why **2%** of respondents do not have broadband is because it is **too expensive.**



COVID-19 PANDEMIC

During this time, 83% of Waterloo's citizens said that their **needs for broadband access have increased.**

Providers in Waterloo

MEDIACOM | CFU | RISE BROADBAND | VIASAT
CENTURYLINK | T-MOBILE | HUGHESNET | OTHERS

Median Speed

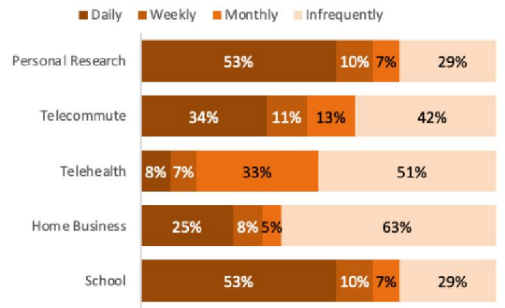
75.26 Mbps DOWNLOAD SPEED

22.42 Mbps UPLOAD SPEED

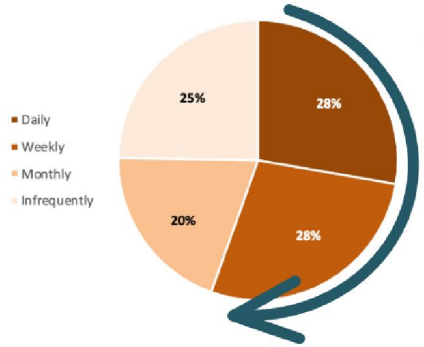
Average Price
Per Expected Download Speed

$92.11	$88.74	$108.78
25 Mbps	100 Mbps	1 Gbps
$3.68/Mbps	$0.89/Mbps	$0.11/Mbps

Frequency of Broadband Use per Residential Activity



How often does your internet slow down?



56% of the citizens experience a noticeably slow internet multiple times a week to daily.



Most citizens consider speed, price, reliability and provider's reputation and support to be of critical importance to them.

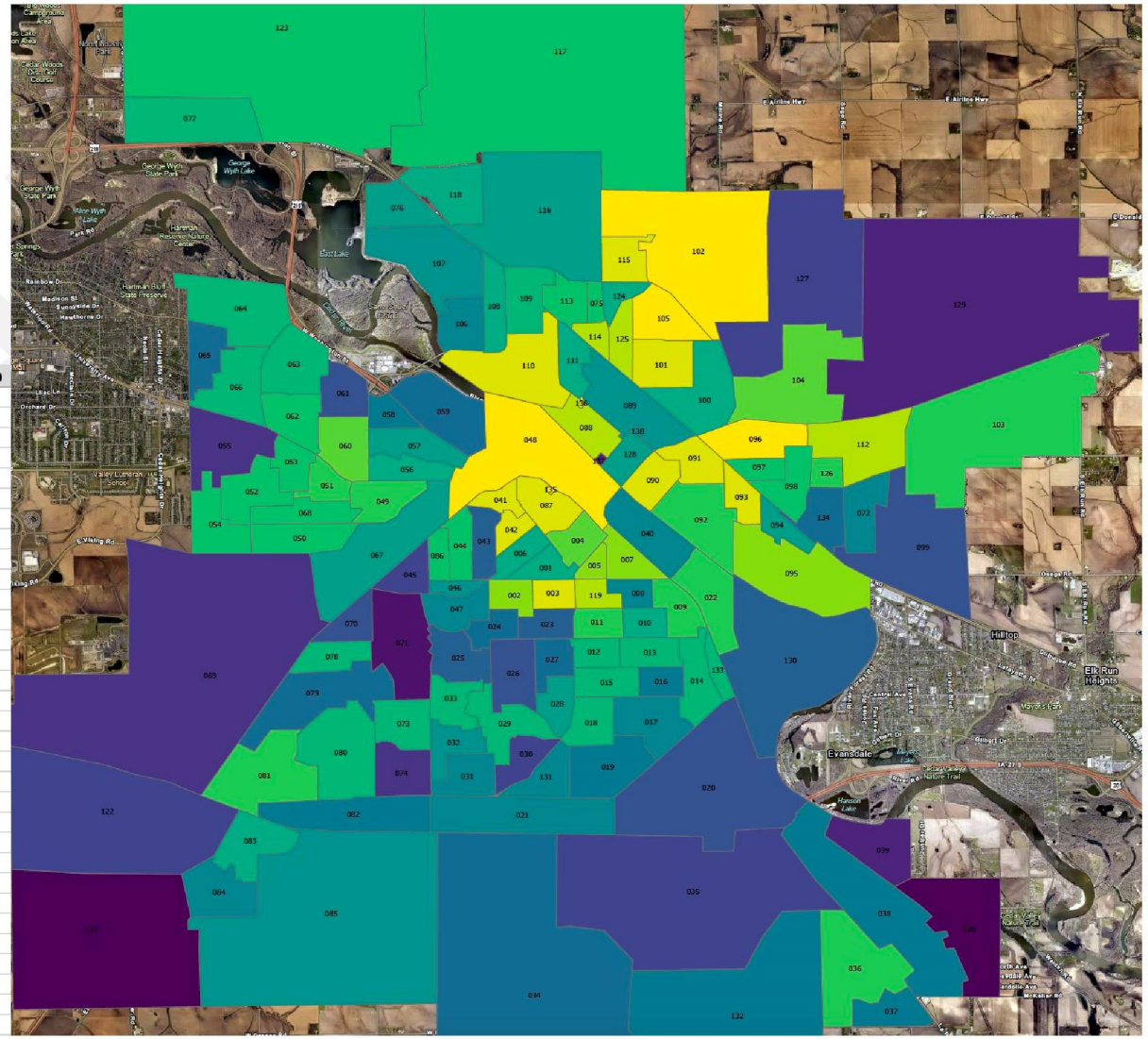
Over half of them are dissatisfied with the price and provider support they are currently receiving.

Project Background

Determining Priority Areas

- Route Distance
- HHP Counts
- Total LCP Cost
- Avg. Cost Per Foot
- Avg. Cost per HHP
- HUD Low/Mod
- Surveys by LCP
- Download and Upload Speeds
- 100/20 Speeds

LCP	Route	HHP	Total Cost	Cost per Ft	Cost per HHP	HUD Low/M	QT	DSPD AVG	UPSD AVG	100x20
DIST-001	11,934.35	235	$ 292,861.65	$ 24.54	$ 1,246.22	1	15	113	46	Yes
DIST-002	11,497.48	248	$ 261,877.25	$ 22.78	$ 1,055.96	2	25	143	16	No
DIST-003	8,732.32	255	$ 219,665.02	$ 25.16	$ 861.43	1	28	85	14	No
DIST-004	16,857.87	299	$ 465,946.96	$ 27.64	$ 1,558.35	1	11	96	14	No
DIST-005	7,831.01	160	$ 178,457.51	$ 22.79	$ 1,115.36	1	10	97	33	No
DIST-006	14,726.89	293	$ 360,385.89	$ 24.47	$ 1,229.99	1	10	192	31	Yes
DIST-007	7,086.28	169	$ 224,372.31	$ 31.66	$ 1,327.65	1	9	26	6	No
DIST-008	8,516.95	239	$ 241,397.15	$ 28.34	$ 1,010.03	2	19	106	39	Yes
DIST-009	17,290.79	253	$ 429,703.46	$ 24.85	$ 1,698.43	1	34	57	19	No
DIST-010	19,534.77	225	$ 410,055.70	$ 20.99	$ 1,822.47	2	19	93	19	No
DIST-011	11,710.75	253	$ 257,352.05	$ 21.98	$ 1,017.20	1	35	103	18	No
DIST-012	12,642.09	258	$ 289,971.72	$ 22.94	$ 1,123.92	3	36	87	16	No
DIST-013	20,651.20	259	$ 413,913.31	$ 20.04	$ 1,598.12	2	29	98	40	No
DIST-014	13,281.83	158	$ 277,453.60	$ 20.89	$ 1,756.04	2	13	99	24	No
DIST-015	17,848.21	241	$ 361,699.70	$ 20.27	$ 1,500.83	3	24	134	17	No
DIST-016	9,206.12	248	$ 224,437.36	$ 24.38	$ 904.99	2	16	128	31	Yes
DIST-017	18,336.43	386	$ 443,437.76	$ 24.18	$ 1,148.80	1	40	112	21	Yes
DIST-018	16,646.32	218	$ 338,965.06	$ 20.36	$ 1,554.89	2	28	99	12	No
DIST-019	25,599.20	576	$ 618,629.26	$ 24.17	$ 1,074.01	1	24	113	23	Yes
DIST-020	28,298.08	232	$ 738,720.80	$ 26.10	$ 3,184.14	1	22	138	35	Yes
DIST-021	8,849.91	43	$ 191,302.96	$ 21.62	$ 4,448.91	3	2	127	12	No
DIST-022	12,125.13	135	$ 318,585.01	$ 26.27	$ 2,359.89	1	4	124	15	No
DIST-023	13,027.54	185	$ 264,360.43	$ 20.29	$ 1,428.98	2	27	138	61	Yes
DIST-024	10,485.93	230	$ 243,359.27	$ 23.21	$ 1,058.08	2	25	112	21	Yes
DIST-025	26,902.51	244	$ 534,171.38	$ 19.86	$ 2,189.23	5	41	74	13	No
DIST-026	19,855.33	257	$ 442,223.15	$ 22.27	$ 1,720.71	2	25	126	23	Yes
DIST-027	15,190.94	254	$ 316,367.48	$ 20.83	$ 1,245.54	2	29	136	23	Yes
DIST-028	21,576.63	251	$ 416,901.53	$ 19.32	$ 1,660.96	2	25	68	21	No
DIST-029	21,549.20	414	$ 445,410.76	$ 20.67	$ 1,075.87	2	42	98	17	No
DIST-030	10,336.72	120	$ 274,729.19	$ 26.58	$ 2,289.41	1	20	142	32	Yes
DIST-031	22,844.50	274	$ 423,429.33	$ 18.54	$ 1,545.36	4	38	46	16	No
DIST-032	14,385.58	247	$ 269,953.00	$ 18.77	$ 1,092.93	4	26	76	17	No

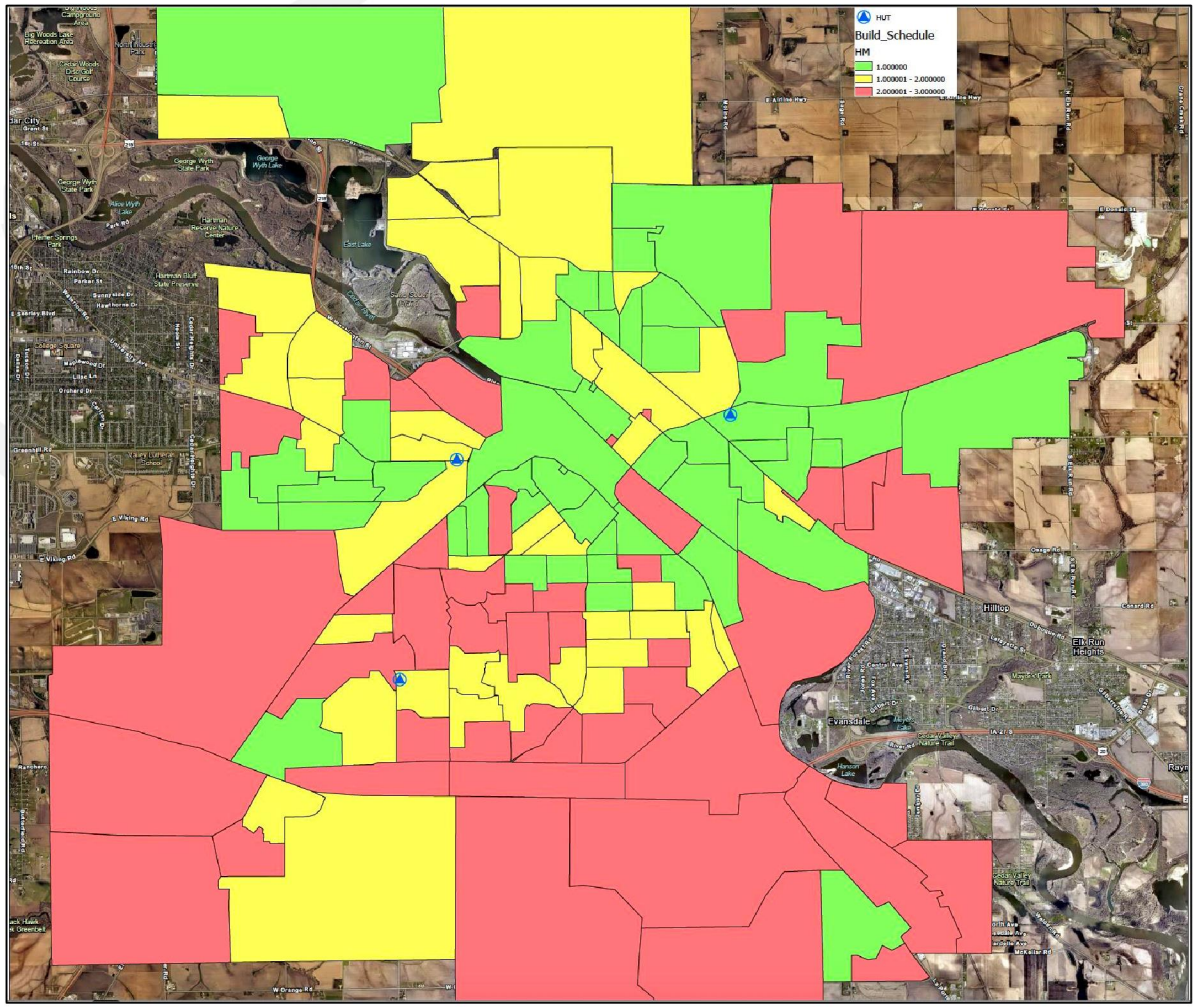


Project Background

Buildout Concept by Phase with OSP Costs

Phase 1	10,970 HHP	$14.71 M	Green
Phase 2	9,326 HHP	$14.60 M	Yellow
Phase 3	8,897 HHP	$16.60 M	Red

LCP	Route	HHP	Total Cost	Cost per Ft	Cost per HHP	HUD Low/M	
DIST-002	11,497.48	248	$ 261,877.25	$ 22.78	$ 1,055.96	2	1
DIST-003	8,732.32	255	$ 219,665.02	$ 25.16	$ 861.43	1	1
DIST-004	16,857.87	299	$ 465,946.96	$ 27.64	$ 1,558.35	1	1
DIST-005	7,831.01	160	$ 178,457.51	$ 22.79	$ 1,115.36	1	1
DIST-007	7,086.28	169	$ 224,372.31	$ 31.66	$ 1,327.65	1	1
DIST-009	17,290.79	253	$ 429,703.46	$ 24.85	$ 1,698.43	1	1
DIST-011	11,710.75	253	$ 257,352.05	$ 21.98	$ 1,017.20	1	1
DIST-022	12,125.13	135	$ 318,585.01	$ 26.27	$ 2,359.89	1	1
DIST-036	21,703.79	441	$ 396,033.88	$ 18.25	$ 898.04	2	1
DIST-041	11,306.10	223	$ 298,388.42	$ 26.39	$ 1,338.06	1	1
DIST-042	10,921.86	230	$ 268,215.48	$ 24.56	$ 1,166.15	1	1
DIST-044	12,259.77	250	$ 270,017.38	$ 22.02	$ 1,080.07	2	1
DIST-048	6,787.01	250	$ 242,334.87	$ 35.71	$ 969.34	1	1
DIST-049	12,902.61	244	$ 271,137.10	$ 21.01	$ 1,111.22	3	1
DIST-050	14,522.22	215	$ 287,902.53	$ 19.82	$ 1,339.08	3	1
DIST-051	11,279.64	233	$ 288,169.82	$ 25.55	$ 1,236.78	3	1
DIST-052	13,903.55	219	$ 309,998.09	$ 22.30	$ 1,415.52	3	1
DIST-054	16,118.33	255	$ 323,327.59	$ 20.06	$ 1,267.95	3	1
DIST-060	22,132.22	285	$ 491,359.93	$ 22.20	$ 1,724.07	1	1
DIST-068	8,854.49	132	$ 179,537.96	$ 20.28	$ 1,360.14	3	1
DIST-075	4,597.90	118	$ 117,363.10	$ 25.53	$ 994.60	1	1
DIST-081	17,153.54	460	$ 390,605.35	$ 22.77	$ 849.14	2	1
DIST-086	9,115.57	185	$ 210,930.67	$ 23.14	$ 1,140.17	2	1
DIST-087	21,482.02	471	$ 618,279.79	$ 28.78	$ 1,312.70	1	1
DIST-088	11,268.93	165	$ 313,713.55	$ 27.84	$ 1,901.29	1	1
DIST-090	13,722.10	250	$ 360,935.86	$ 26.30	$ 1,443.74	1	1
DIST-091	16,302.73	249	$ 402,533.93	$ 24.69	$ 1,616.60	1	1
DIST-092	18,163.65	239	$ 432,329.04	$ 23.80	$ 1,808.91	2	1
DIST-093	12,472.99	234	$ 261,039.94	$ 20.93	$ 1,115.56	2	1
DIST-095	17,365.05	274	$ 352,500.72	$ 20.30	$ 1,286.50	1	1
DIST-096	12,956.82	299	$ 290,294.96	$ 22.40	$ 970.89	1	1
DIST-097	6,829.43	193	$ 161,239.78	$ 23.61	$ 835.44	1	1
DIST-098	6,428.18	250	$ 163,716.34	$ 25.47	$ 654.87	1	1
DIST-101	25,301.64	250	$ 496,465.53	$ 19.62	$ 1,985.86	1	1



Business Model Review

Retail Provider

City's muni/revenue bond and broadband services revenue - funded network, only connecting paying residential and/or business subscribers

Pros

- Full City Control
- 100% City Revenue
- Supports Local Waterloo Community
- Utilize City's Strong Brand & Image
- City & Utility Operations
- Legal Authority
- Partnership with neighboring cities for core services

Cons

- Bond/Finance Entire Cost (Including Working Capital)
- Construction, Management & Operations
- Additional Staffing Required
- Competition (Marketing & Customer Service)
- Technological Risks - Uncertainties

Open Access

Competitively select retail ISPs to partially fund network build out, connecting paying residential and/or business subscribers

Pros

- Reduces Operational Risk
- Facilitates Cost Sharing and Competition
- Expands High Speed Broadband City coverage

Cons

- Less City Control
- Loss of Revenue Opportunity
- Possible Operating Cost
- Unsure of Partner's CAPEX contribution
- Unsure of Partner's service coverage
- Partner Market Failure/Abandonment
- Legal Risks

Key Decisions and Direction

- **What Business Model does the City Council Prefer?**
  1. Retail Model deployed under WCU to provide full retail services
  2. Open-access conduit and dark fiber system
  3. Build backbone, and wait and see of FTTP/FTTH

- **How should the City fund this project?**
  - ARPA allocations
  - Bond/Finance – General Obligation or Telecom Revenue
  - State and/or Federal Grants

- **If GO Bond financing is preferred, there is a mid-July deadline for referendum language**

DRAFT

Recommendations & Next Steps

Finalize Design
August 2022

- PE Stamps
- Final Engineers Estimates
- Complete Design Package

Procurement of Construction and Materials
August 2022

- Release RFP for Fiber OSP Construction
- Release RFP for Materials
- Issue Contracts

Procurement of Project Components
January 2023

- Procure facilities and begin renovations
- Procure network equipment, software and services

Finalize Agreements for Services
January 2023

DRAFT

QUESTIONS?

June 20, 2022

CITY OF WATERLOO

Council Communication

Pursuant to Iowa Code sec. 388.9(1) for the purpose of discussing marketing and pricing strategies or proprietary information of a city utility if its competitive position would be harmed by public disclosure not required of potential or actual competitors, and if no public purpose would be served by such disclosure.

City Council Meeting: 6/20/2022
Prepared: 6/17/2022

SUBJECT:

Submitted by: Submitted By: Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

Communication from the Waste Management Services Department on the notice of the conclusion of employment for Matthew Hosford, Assistant Director and Treatment Operations Superintendent, effective June 3, 2022 with recommendation of approval of payout of $8,432.76 for unused benefits.

City Council Meeting: 6/20/2022
Prepared: 6/3/2022

ATTACHMENTS:

Description	Type
Hosford Payout	Backup Material

SUBJECT:	Communication from the Waste Management Services Department on the notice of the conclusion of employment for Matthew Hosford, Assistant Director and Treatment Operations Superintendent, effective June 3, 2022 with recommendation of approval of payout of $8,432.76 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO, IOWA

CITY HALL 715 MULBERRY STREET 50703

Today's Date: 6/1/2022
Effective Date: 6/3/2022
Employment Date: 2/24/2020

To: *City Council Members*
Re: *Notice of Severance*

Department *Waste Management Services*
Job Title/Classification *Assistant Director & Treatment Operations Superintendent*

This is to report that the employment of *Matthew Hosford*
with the City of Waterloo has been severed by reason of:

- ☐ Retired
  - Disability Related ☐ No ☐ Yes
- ☑ Resigned
- ☐ Termination
- ☐ Other

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Total Payout
Vacation-Accrued	50.63	$ 50.76		$ 2,569.98
Vacation-Current	103.5	$ 50.76		$ 5,253.66
Usable Sick Leave	48	$ 50.76	(x) 25%	$ 609.12
Frozen Sick Leave			(x) 60%	$ -
Personal Hours	0			$ -
Comp Time Pay	0			$ -
Unscheduled Leave				$ -
Other Pay				$ -
			Total Payment	$ 8,432.76

Comments:

Approved by [signature] Date 6/3/2022

Human Resources Nikki Fischels Date 6/3/2022

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)
Clerk's Office will forward copy of approved form to Department and Human Resources

Updated 6/28/11

Council Agenda Date: ☐ Accruals ☐ Status ☐ -9

CITY OF WATERLOO

Council Communication

Airport Board Meeting Minutes of April 27, 2022.

City Council Meeting: 6/20/2022
Prepared: 5/26/2022

ATTACHMENTS:

	Description	Type
	Airport Board Meeting Minutes of April 27, 2022	Backup Material

SUBJECT: Airport Board Meeting Minutes of April 27, 2022.

Submitted by: Submitted By:

MINUTES

WATERLOO REGIONAL AIRPORT BOARD

Wednesday, April 27, 2022

I. ROLL CALL

Board Chair Arlene Humble called the meeting to order at 12:03 p.m.

Board Members Present: Arlene Humble, Gwenne Berry, Todd Holcomb and David Deeds.

Board Members Absent: Cary Darrah, Doug Rathburn, Scott Voigt, John Chiles and Ray Feuss.

City Officials Present: N/A

City Staff Present: Adrienne Miller, Planning Dept.

Airport Staff Present: Keith Kaspari and Sheila Combs.

Other Attendees: Doug Schindel, AECOM; Bob Petersen and Tim Newton, Livingston Aviation; and, Bill Buchholz, American Airlines.

II. AGENDA AS RECEIVED OR AMENDED

Mrs. Berry moved to approve the agenda as received, seconded by Mr. Deeds. Ayes: 3 Motion carried.

III. PUBLIC COMMENTS

None.

IV. REPORTS

A. Airport Director

Mr. Kaspari asked if there were any questions on his written report. Dr. Holcomb asked about the proposed Assistant Manager position and whether the Board would be involved in the hiring process.

Mr. Kaspari stated that they would be involved in the selection process and be able to make a recommendation to the Mayor.

B. Legislative Information – (Senate File 2370 for Tax Waiver: Aircraft Parts and Labor) – PASSED & ENROLLED

Mr. Kaspari stated the law would be effective July 1, 2022, if signed by the Governor.

C. Misc. Monthly Airport Reports

General discussion by Staff and the Board regarding budget, enplanements and fares.

V. BOARD APPROVAL

A. Approval of Minutes of the March 23, 2022 Regular Meeting.

Mr. Deeds moved that the minutes of the March 23, 2022 meeting be approved, seconded by Dr. Holcomb. Ayes: 3. Motion carried.

B. Motion to Receive and File March 2022 Expenses.

Dr. Holcomb moved that the March 2022 expenses be received and filed, seconded by Mrs. Berry. Ayes: 3. Motion carried.

VI. OLD BUSINESS

A. Continued Discussion: Long-Term Revenue

Board consensus was that a special meeting dedicated solely to this item may need to be scheduled.

B. Aircraft De-Icing – February 22, 2022 UNI Men's Basketball Charter.

Mr. Kaspari explained the circumstances of this flight diverting to CID and the team having to bus down there to fly out.

Tim Newton explained that the charter operator was requesting Type IV deicing fluid due to freezing rain; they do not keep that on-hand due to the cost; has a relatively short shelf life; and, has experienced very few circumstances when it was actually needed.

VII. NEW BUSINESS

A. Verbal Discussion: Future Additions to Airport Staff.

In addition to the previously-discussed Assistant Manager position, two more Tech Ops employees are needed, to shadow long-time employees eligible for retirement, since ARFF training is a long process.

Personnel costs are eligible uses under both the CRSSA and ARPA grants.

B. General Discussion: Use of and Type of Federal Funds Received – CARES, CRRSA, ARPA and BIL/IIJA Funds.

Reviewed and discussed project spreadsheet.

C. Waterloo Regional Airport: Historical Numbers of Passenger Enplanements 1978 – March 2022.

Reviewed passenger numbers from all Iowa Commercial Service Airports.

D. State of Iowa – ARPA Funds for Aviation Infrastructure Development – CAIF Commercial Aviation Infrastructure Fund.

Project applications must fall under one of three categories: Terminal Construction or Renovation; Hangar Construction; or, Parking Structure Construction.

Ideas discussed included new passenger boarding bridge (Terminal Renovation); construction of canopies over parking lot entrances and exits (Parking Structure Construction); and, a new aircraft storage hangar for overnight parking of large itinerate corporate aircraft, or American Airlines regional jet, if they return to the previous schedule of a late evening arrival and early morning departure.

Dr. Holcomb suggested constructing a cover over as much of the passenger parking lot as possible.

Bob Petersen and Tim Newton raised objections to the new hangar construction, stating that it seems like the airport wants to compete with Livingston Aviation.

Dr. Holcomb cautioned that we may end up with expenses outweighing potential revenue if we need to pay to heat a hangar that only has an occasional tenant.

E. AvFlight, Inc – Airline Station Staffing Challenges.

Mr. Kaspari stated that the Airline Station Manager is having difficulty finding, and retaining good employees due to the current rate of pay that AvFlight is offering new employees ($13.50) per hour with no flight benefits.

F. Iowa DOT Aviation Bureau – FY-2023 CSVI Funding Allocations and Staff Recommendations for ALO.

Per IDOT, ALO will likely receive just over $124,000 for FY-23 CSVI, which will likely be used for continued Hangar 4 renovations.

FY-2023's grant application is due by NLT Thursday, May 26th.

G. May Airline Schedule

The May schedule was included in the Board packet, with a late morning arrival/departure every day and an early evening arrival/departure every day except May 28th.

H. Verbal Discussion – FY2023 CIP for the City and Airport Department & the Out-Years 24-25-26-27.

Mr. Kaspari referred to the listing in the packet, with no funding or project approved for the Airport Department.

I. ALO Aircraft T-Hangar and Aircraft Community Hangars: Insurance Requirements on Aircraft Owners.

Tim Newton stated that he disagrees with the proposed requirements including Livingston hangar tenants. They carry Hangar-Keepers Liability Insurance, which covers their tenants.

He checked with other FBOs and stated that the insurance requirement, as proposed, is unheard of.

It would also be a hassle for them to have to keep track of whether their tenants meet minimum insurance requirements.

Mr. Kaspari stated he would be okay with waiving the requirements for FBO tenants but feels it should be required for T-Hangar tenants.

Mr. Newton stated that, per his research, about half of the airports he talked to do require this of their tenants. But, he and others also had concerns with per seat insurance requirements.

The intent of the requirement is to protect the city facilities, which has nothing to do with how many seats the aircraft has.

Mr. Deeds moved to table this discussion, seconded by Dr. Holcomb. Ayes: 3. Motion carried.

VIII. STAFF AND BOARD MEMBER COMMENT

Mr. Deeds invited everyone to attend the American Airlines 10-Year Anniversary Celebration later this afternoon.

IX. ADJOURNMENT

Hearing no objections, Mrs. Humble adjourned the meeting at 1:30 p.m.

Respectfully submitted,

Arlene Humble

Arlene Humble, Chairperson

CITY OF WATERLOO

Council Communication

Historic Preservation Commission minutes of April 19, 2022.

City Council Meeting: 6/20/2022
Prepared: 5/24/2022

ATTACHMENTS:

Description	Type
minutes	Backup Material

SUBJECT: Historic Preservation Commission minutes of April 19, 2022.

Submitted by: Submitted By:

WATERLOO HISTORIC PRESERVATION COMMISSION MINUTES
REGULAR MEETING – APRIL 19, 2022– 4:30 P.M.
The meeting was held in the Mollenhoff Conference Room at City Hall

Ottesen called the regular meeting of the City of Waterloo Historic Preservation Commission meeting to order at 4:30 p.m.

Commission Members present were: Ed Ottesen, Terry Stevens, Nick Hedrick, Susan Price, Matthew Gilbert, Hector Salamanca Arroyo, and Ivan Valtchev.

Commission Member(s) absent were: None.

Others present were:, John Dornoff and Lexi Blank – Planning Staff; Ed Gallagher – Grout Museum Liaison; Jonathan Grieder – City Council Liaison and Brock Weliver – Applicant.

Approval of Agenda

Motion made by Price, seconded by Hedrick to approve the agenda of April 19, 2022, regular meeting. Motion carried unanimously.

Approval of Minutes

Motion made by Hedrick, seconded by Price to approve the minutes of the March 15, 2022 meeting. Motion carried unanimously.

Introductions

The Historic Preservation Commission welcomed Hector Salamanca Arroyo and Ivan Valtchev to the commission. Dornoff noted that the city does have a gender balance policy however staff made all attempts to fill the positions with gender balance and was unable to.

Oral Presentations

No Oral Presentations

Hearings

1. **Request by Brock Weliver for a Certificate of Appropriateness to replace 50 windows and paint the home.**

Dornoff went over the report.

Weliver stated that the windows would look identical to the current windows and noted they do need to replace 50 windows which is very expensive. Also stated that they are looking to paint the house back to what they believe is the original colors for the house.

Motion made by Valtchev, seconded by Gilbert to recommend approval of the Certificate of Appropriateness. Motion carried unanimously.

2. **Request by Sarah Cherveny for a Certificate of Appropriateness to allow a new chain link fence in the backyard, installing new walkways, and painting of the house at 127 Alta Vista Avenue.**

Dornoff read the staff report. Dornoff noted that the applicant is no longer requesting the approval of a decorative front walkway and the applicant will not be changing the paint color.

Hedrick noted that the applicant stated that the applicant was looking to landscape in front of the fence.

Gilbert asked if the applicant would change the fence could be changed to wood that would face the street.

Motion made by Hedrick, seconded by Price to approve the Certificate of Appropriateness for the painting of the home and to install a new pathway. Motion carried unanimously.

Motion made by Hedrick, seconded by Price to table the request for a fence to find out if the applicant could use wood. Motion carried unanimously.

Building Consultation

None

Reports

1. **Main Street**

Ottesen stated the Design Review Committee had several reviews however all but two of them were tabled for more information.
Tour D'Loo will be this Thursday.
Main Street is still looking for volunteers to water the flowers which take about 3 hours.

2. **Silos and Smokestacks.**

No Report

3. **Grout Museum**

Gallagher noted that the Grout is looking forward to hosting the banquet on May 12th. He also encourages everyone to enjoy the new Planetarium.

4. **Building Update**

Ottesen noted that all the windows at the Rath Building have been broken out and the building is 100% open to the elements.

5. **Project Update**

Discussion about what staff should do about the Civil Rights Grant Project.

6. Highland

Hedrick stated that the Easter egg hunt went off well.

7. Walnut

Valtchev reported that Easter Sunday Breakfast at Harvest Vineyard Church and a Easter Egg Hunt at First Presbyterian Church went off well. Valtchev also reported that Willie Mae Wright turned 90 on April 2nd. Neighborhood Association Meetings restarted on April 7th.

Discussion Items/Possible Action Items

1. HPC Awards Banquet 2022

Discussion of the awards banquet. Hedrick reported his company will be providing the catering for the event. Gallagher sent Pat Morrissey a message to ask if he would present at the banquet. Suggestion to change the name from Banquet.

2. School Project

Discussion on whether to keep the School Art Project awards should be done separately or at the banquet in order to give more time for the students to create their projects. It was noted that the name should be changed to Student Art Project for those not attending a regular school.

Other Discussion:

Dornoff suggested canceling the May 17th meeting since it will be just a few days after the banquet unless they receive an application for a hearing.

Motion made by Stevens, seconded by Hedrick to cancel the May 17th meeting unless staff receives applications for hearings. Motion carried unanimously.

Dornoff noted that Blank will be the staff person assigned to the Historic Preservation Commission effective for the June meeting but Dornoff will be helping out and continuing to work on the maps.

Adjournment

Ottesen adjourned the meeting at 5:33 p.m.

Respectfully submitted,

John Dornoff
Planner II

CITY OF WATERLOO

Council Communication

Complete Streets minutes of March 29, 2022.

City Council Meeting: 6/20/2022
Prepared: 6/7/2022

ATTACHMENTS:

Description	Type
minutes	Backup Material

SUBJECT: Complete Streets minutes of March 29, 2022.

Submitted by: Submitted By:

Minutes of The
City of Waterloo Complete Streets Advisory Committee Meeting
March 29, 2022

Meeting of the City of Waterloo Complete Streets Advisory Committee was called to order at 1:30 pm March 29, 2022, by Chairperson Cass.

Roll Call: Members present: Felicia Cass, Anne Marie Kofta, Paul Huting, Jessica Rucker, John Dornoff, Kyle Durant, Aric Schroeder, Ray Feuss, Matt Schindel, and Sandi Greco.

Members absent were: Anne Marie Kofta, Sandi Greco, David Sturch, and Greg Young.

Other people attending: Aldina Dautovic, Nick Fratzke – INRCOG, Oumie Ceesay – Engineering (acting as a proxy for Wayne Castle), and Agnes Kress – City of Waterloo.

It was moved by Schroeder, seconded by Durant to approve the minutes of the January 25, 2022 meeting. Motion carried unanimously.

1. **CSAC web presence**

- Rucker noted that some organizations have stated that they had no idea about the existence of the Complete Streets Advisory Committee.
- Need to have an improved web presence.
- Kress went over what is currently on the website.
- Suggestions to improve the website were made.
- Should look at rebranding and/or creating a new logo.
- Should have an email sign-up area.
- Kress will be on the agenda for June.

2. **Review of MPO Pedestrian Master Plan**

- Durant went over the Pedestrian Master Plan
  - Section One: Introduction
  - Section Three: Existing Conditions
  - Section Four: Public Input
  - Section Five: Recommendations
- Durant asked members to read the complete document.
- Will have a discussion in May.
- A link to the report will be sent out.
- Discussion of Vision Zero.

3. **Hwy 63 Pedestrian Improvements**

- Ceesay researched the cost of doing pedestrian improvements along US Highway 63 at Fletcher, 3rd, and Martin Road.
- Looked at making the crossing of US 63 at Fletcher better and ADA compliant.
- Pedestrian refuge islands at all crossings.
- Martin Road would be the most expensive part of the project.
- Would cost approximately $190,000 to do all three intersections.
- Discussion on where funding could come from.

4. **Discussion on the elimination of Zoom Meetings**

   - Should have in-person meetings unless the county moves back to orange or red conditions.
   - Should avoid hybrid unless it is absolutely necessary.

5. **Upcoming Planning Commission Agenda Review**

   - Schroeder went over the agenda.
   - Discussion of requiring a sidewalk along Kimball Avenue north of San Marnan however there was no support.

6. **Other Project Status Updates**

   - The rail bridge replacement on the Sergeant Road trail should be let in June and finished in the fall.
   - La Porte Road Stake Holder Meeting
     - Stakeholders are enthusiastic about bike/pedestrian improvements.
     - Project to be done in three phases.
     - The manager of the theme park and waterpark is concerned that the roundabout will not be able to handle the traffic although most traffic should come from US 218.
     - 1st phase will be let in October.
     - It was noted that the committee has not looked at future development and should start looking at where development is happening.

7. **Acknowledgement of Completion of Service of Committee Member Will Frost**

It was noted that Frost has moved out of state.

It was moved by Schroeder, seconded by Durant to thank Frost and note the completion of his service. Motion carried unanimously.

8. **Discussion Items**

   - None.

Adjournment

Cass adjourned the meeting at 3:40 p.m.

Respectfully submitted,



John Dornoff
Planner I

CITY OF WATERLOO

Council Communication

Design Review Board minutes of October 21, 2021 and April 28, 2022.

City Council Meeting: 6/20/2022
Prepared: 6/7/2022

ATTACHMENTS:

Description	Type
10/21/21 minutes	Backup Material
4/28/22 minutes	Backup Material

SUBJECT: Design Review Board minutes of October 21, 2021 and April 28, 2022.

Submitted by: Submitted By:

MINUTES
HIGHWAY 218 DESIGN REVIEW BOARD
REGULAR MEETING – 3:00 P.M. October 21, 2021
Zoom Meeting – City Hall

Ottesen called the regular meeting of the Highway 218 Design Review Board to order at 3:00 p.m. for the Zoom Meeting at City Hall.

I. Roll Call

The following members were present: Kuiper, Weber, Jordan-Burg, and Ottesen. Others in attendance was Tom Taylor.

II. Approval of the October 21, 2021 agenda.

It was moved by Jordan-Burg and seconded by Kuiper to approve the agenda. Motion carried unanimously.

III. Approval of the minutes from their Regular Meeting on September 30, 2021.

It was moved by Kuiper and seconded by Jordan-Berg to approve the minutes from the Regular Meeting on September 30, 2021. Motion carried unanimously.

IV. Decision Items

1. American Tower request to update/replace existing cellular infrastructure on the top of Bridges Building at 214 Washington Street.

Hyberger gave the staff report noting that staff is recommending approval for the update/replace existing cellular infrastructure. Tom Taylor noted that they are simply removing antiquated equipment and replacing with new cellular equipment that will provide better cellular service for the area. Members of the HWY 218 Design Review Board did not have any additional questions.

It was moved by Kuiper and seconded by Jordan-Berg to approve the request to update/replace existing cellular infrastructure on the top of Bridges Building at 214 Washington Street. Motion carried unanimously.

V. Discussion Items

There were no discussion items.

VI. Adjournment

With no further business to discuss, it was moved by Weber and seconded by Jordon-Berg to adjourn the meeting. Motion carried unanimously and the meeting adjourned at 3:10 p.m.

Respectfully submitted,



Seth Hyberger,
Planner I

MINUTES
HIGHWAY 218 DESIGN REVIEW BOARD
REGULAR MEETING – 3:00 P.M. April 28, 2022
Zoom Meeting – City Hall

Ottesen called the regular meeting of the Highway 218 Design Review Board to order at 3:00 p.m. for the Zoom Meeting at City Hall.

I. Roll Call

The following members were present: Kuiper, Weber, Carty, and Ottesen. Others in attendance was Ken Morris.

II. Approval of the April 28, 2022 agenda.

It was moved by Carty and seconded by Weber to approve the agenda. Motion carried unanimously.

III. Approval of the minutes from their Regular Meeting on October 21, 2021.

It was moved by Carty and seconded by Weber to approve the minutes from the Regular Meeting on October 21, 2021. Motion carried unanimously.

IV. Decision Items

1. Ken Morris Construction on behalf of CRV Inc. – Siding Remodel at 1621 La Porte Road.

Hyberger gave the staff report noting that staff is recommending approval of the siding remodel.

Carty asked if steel siding is allowed in the Highway 218 Corridor. Hyberger indicated yes, because the location is in the "M-1" Light Industrial District. Morris noted that the siding will be a dark blue color with a white fascia. The two colors should blend well.

It was moved by Kuiper and seconded by Weber to approve the request for a Siding Remodel at 1621 La Porte Road. Motion carried unanimously.

V. Discussion Items

There were no discussion items.

VI. Adjournment

With no further business to discuss, it was moved by Weber and seconded by Carty to adjourn the meeting. Motion carried unanimously and the meeting adjourned at 3:10 p.m.

Respectfully submitted,



Seth Hyberger,
Planner I